

# C/CAG

## CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

*Atherton • Belmont • Brisbane • Burlingame • Colma • Daly City • East Palo Alto • Foster City • Half Moon Bay • Hillsborough • Menlo Park  
Millbrae • Pacifica • Portola Valley • Redwood City • San Bruno • San Carlos • San Mateo • San Mateo County • South San Francisco • Woodside*

### C/CAG BOARD MEETING NOTICE and SAN MATEO COUNTY AIRPORT LAND USE COMMISSION MEETING NOTICE

Meeting No. 293

- DATE:** Thursday, November 10, 2016
- TIME:** 6:30 P.M.
- PLACE:** San Mateo County Transit District Office  
1250 San Carlos Avenue, Second Floor Auditorium  
San Carlos, CA
- PARKING:** Available adjacent to and behind building.  
Please note the underground parking garage is no longer open.
- PUBLIC TRANSIT:** SamTrans  
Caltrain: San Carlos Station.  
Trip Planner: <http://transit.511.org>

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- 1.0 CALL TO ORDER/ ROLL CALL
- 2.0 **PLEDGE OF ALLEGIANCE**
- 3.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA  
*Note: Public comment is limited to two minutes per speaker.*
- 4.0 PRESENTATIONS/ ANNOUNCEMENTS
- 5.0 CONSENT AGENDA

Consent Agenda items are considered to be routine and will be enacted by one motion. There will be no separate discussion on these items unless members of the Board, staff or public request specific items to be removed for separate action.

- 5.1 Approval of the minutes of regular business meeting No. 292 dated October 13, 2016. ACTION p. 1
- 5.2 Review and approval of the 2017 C/CAG Board calendar. ACTION p. 6

- 5.3 Review and approval of agreements related to the San Mateo County Energy Watch and Regionally Integrated Climate Action Planning Suite programs:
- 5.3.1 Review and approval of Resolution 16-40 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo for staff services for the Regionally Integrated Climate Action Planning Suite (RICAPS) project for calendar year 2017 for an amount not to exceed \$40,000. ACTION p. 7
  - 5.3.2 Review and approval of Resolution 16-38 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo for staff services for the San Mateo County Energy Watch 2017 calendar year for an amount not to exceed \$450,000. ACTION p. 17
- 5.4 Review and approval of the appointment of Ortensia Lopez of El Concilio of San Mateo County to the energy seat on the Resource Management and Climate Protection (RMCP) Committee. ACTION p. 25
- 5.5 Review and approve the appointment of Ray Towne from the City of South San Francisco to the Congestion Management Program Technical Advisory Committee (CMP TAC) and the Stormwater Committee. ACTION p. 30
- 5.6 Review and approval of Resolution 16-43 authorizing the C/CAG Chair to execute Amendment No. 1. to the FY 16-17 agreement with San Mateo County Office of Education, allocating \$135,000 unspent federal funding from previous cycles to continue implementing the countywide Safe Routes to School Program. ACTION p. 32
- 5.7 Review and approval of a determination of conditional consistency for the City of San Carlos, Hilton Garden Inn Project with the Airport Land Use Compatibility Plan for the Environs of San Carlos Airport. ACTION p. 40
- 5.8 Review and approval of a determination of conditional consistency for the City of Daly City, Serramonte Views Condominium and Hotel Project with the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport. ACTION p. 44
- 6.0 REGULAR AGENDA
- 6.1 Review and approval of agreements associated with the US 101 Managed Lane Project:
- 6.1.1 Review and approval of Resolution 16-41 authorizing the C/CAG Chair to execute a cooperative agreement between Caltrans, the San Mateo County Transportation Authority, and the City/ County Association of Governments of San Mateo County for the Implementation of the US 101 Managed Lane Project. ACTION p. 49
  - 6.1.2 Review and approval of Resolution 16-42 authorizing the C/CAG Chair to execute a Memorandum of Understanding (MOU) between the San Mateo County Transportation Authority and the City/ County Association of Governments of San Mateo County for the implementation of the environmental phase of the US 101 Managed Lane Project. ACTION p. 60

6.2 Review and approval of the formation of a San Mateo Countywide Water Coordination Committee as a C/CAG committee to improve countywide coordination, communication, and collaboration in connection with stormwater management, flood control, and sea level rise efforts. ACTION p. 73

7.0 COMMITTEE REPORTS

7.1 Committee Reports (oral reports)

7.2 Chairperson's Report

7.3 Board members Report

8.0 EXECUTIVE DIRECTOR'S REPORT

9.0 COMMUNICATIONS - Information Only

10.0 CLOSED SESSION

10.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9)

Name of case: W. Bradley Electric, Inc., for the benefit of MP Nexlevel of California, Inc., and MP Nexlevel of California, Inc., in its own capacity and as assignee of W. Bradley Electric, Inc. v. County of San Mateo

11.0 RECONVENE IN OPEN SESSION

11.1 Report out on Closed Session.

12.0 ADJOURNMENT

Next scheduled meeting December 8, 2016

**PUBLIC NOTICING:** All notices of C/CAG Board and Committee meetings will be posted at San Mateo County Transit District Office, 1250 San Carlos Ave., San Carlos, CA.

**PUBLIC RECORDS:** Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the City/ County Association of Governments of San Mateo County (C/CAG), located at 555 County Center, 5th Floor, Redwood City, CA 94063, for the purpose of making those public records available for inspection. The documents are also available on the C/CAG Internet Website, at the link for agendas for upcoming meetings. The website is located at: <http://www.ccag.ca.gov>.

NOTE: Persons with disabilities who require auxiliary aids or services in attending and participating in this meeting should contact Mima Guilles at 650 599-1406, five working days prior to the meeting date. *If you have any questions about the C/CAG Board Agenda, please contact C/CAG Staff:*

*Executive Director: Sandy Wong 650 599-1409*

*Administrative Assistant: Mima Guilles 650 599-1406*

## MEETINGS

November 10, 2016 C/CAG Board – SamTrans, 2nd Flr Auditorium – 6:30 p.m.  
November 16, 2016 Finance Committee – 555 County Center, 5<sup>th</sup> Flr, Redwood City – 12 p.m.  
November 16, 2016 RMCP Committee – 155 Bovet Rd, 1st Flr Conference Rm, San Mateo – 2 p.m – 4 p.m.  
November 17, 2016 CMP Technical Advisory Committee – SamTrans, 2nd Floor Auditorium – 1:15 p.m. – 3 p.m.  
November 17, 2016 Stormwater Committee – SamTrans, 2nd Flr Auditorium – 2:30 p.m.  
November 21, 2016 Administrators’ Advisory Committee – 555 County Center, 5<sup>th</sup> Flr, Redwood City – 12p.m.  
November 28, 2016 CMEQ Committee – San Mateo City Hall – Conference Rm C – 3 p.m. – 5 p.m.

# C/CAG

## CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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Millbrae • Pacifica • Portola Valley • Redwood City • San Bruno • San Carlos • San Mateo • San Mateo County • South San Francisco • Woodside*

### BOARD MEETING MINUTES

Meeting No. 292  
October 13, 2016

#### 1.0 CALL TO ORDER/ROLL CALL

Chair Alicia Aguirre called the meeting to order at 6:30 p.m. Roll call was taken.

Cary Wiest – Atherton  
Terry O’Connell - Brisbane  
Ricardo Ortiz – Burlingame  
Joseph Silva – Colma  
Judith Christensen – Daly City (arrive 6.33 p.m.)  
Lisa Gauthier – East Palo Alto (arrive 6:44 p.m.)  
Larry May – Hillsborough  
Catherine Carlton – Menlo Park (leave 7:00 p.m.)  
Karen Ervin – Pacifica  
Maryann Moise Derwin – Portola Valley  
Alicia Aguirre – Redwood City  
Irene O’Connell – San Bruno  
Don Horsley – San Mateo County  
Karyl Matsumoto – South San Francisco and SamTrans  
Deborah Gordon – Woodside

#### Absent:

Belmont  
Foster City  
Half Moon Bay  
Milbrae  
San Carlos and SMCTA  
San Mateo

#### Others:

Sandy Wong –C/CAG Executive Director  
Nirit Eriksson – C/CAG Legal Counsel

Mima Guilles – C/CAG Staff  
Jean Higaki – C/CAG Staff  
Matt Fabry – C/CAG Staff  
John Hoang – C/CAG Staff  
Jeff Lacap – C/CAG Staff  
Eliza Yu – C/CAG Staff  
Kim Springer - SMC  
Mark Johnson – Ricondo & Associates  
Justin Lovell – SSF  
Montzerrat Garcia – YLI  
Michael Smith –San Bruno  
Scott Hart – PG&E  
Bill Chiang – PG&E  
Chris Hunter – SMC  
Jessica Mullin - SMCOOS

3.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

*Note: Public comment is limited to two minutes per speaker.*

Scott Hart, PG&E, gave an update for preparedness for upcoming storm.

Montserrat Garcia, YLI, invited everyone to attend the Youth Transit Program scheduled for November 9, 2016.

4.0 PRESENTATIONS/ ANNOUNCEMENTS

5.0 CONSENT AGENDA

Consent Agenda items are considered to be routine and will be enacted by one motion. There will be no separate discussion on these items unless members of the Board, staff or public request specific items to be removed for separate action.

Sandy Wong, Executive Director of City/County Association of Governments, announced the correction of the titles for Items 5.6 and 5.7 as shown on the agenda should remove the reference of “Resolution16-37 and Resolution 16.38”

Board Member May MOVED approval of Items 5.1, 5.2, 5.3, 5.4.1, 5.4.2, 5.5, 5.6, 5.7, 5.8 and 5.9  
Board Member Gordon SECONDED. Board Members Wiest and Ervin abstained Item 5.1. Board Members O’Connell (San Bruno) abstained Item 5.7 **MOTION CARRIED 12-0-3.**

5.1 Approval of the minutes of regular business meeting No. 291 dated September 8, 2016 APPROVED

5.2 Review and approve Resolution 16-35 authorizing the C/CAG Executive Director to execute Task Order URD-01 with Urban Rain|Design in an amount not to exceed \$86,745 for technical support services to the Countywide Water Pollution Prevention Program for Fiscal Year 2016-17 APPROVED

- 5.3 Review and approve the appointment of Sean Rose, Public Works Director, to represent the Town of Woodside on C/CAG's Stormwater Committee. APPROVED
- 5.4 C/CAG Priority Development Area Parking Policy Technical Assistance Program:
- 5.4.1 Review and approval of an additional \$6,950 to be added to the C/CAG Priority Development Area Parking Policy Technical Assistance - South San Francisco Downtown Parking Study amount resulting in a new total of \$103,950. APPROVED
- 5.4.2 Review and approval of Resolution 16-36 to adopt the C/CAG Priority Development Area Parking Policy Technical Assistance Program Supplemental Project List. APPROVED
- 5.5 Review and accept the revised funding recommendation for the County of San Mateo Coastside Beach Shuttle for FY 16/17 and FY 17/18 in an amount of \$78,563 in Measure A Transportation funds through the San Mateo County Shuttle Program Joint Call for Projects APPROVED
- 5.6 Review and approval of a determination of conditional consistency for the City of South San Francisco, Gateway Hotel Project with the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport APPROVED
- 5.7 Review and approval of a determination of inconsistency for the City of San Bruno, Al Madinah Academy project with the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport APPROVED
- 5.8 Review and accept the Transportation Fund for Clean Air Program Manager Fund Projects audit report for the project period ended June 30, 2015 APPROVED
- 5.9 Receive an update on the US 101 managed-lane project between Santa Clara County and I-380. APPROVED
- 6.0 REGULAR AGENDA
- 6.1 Review and approval of C/CAG legislative policies, priorities, positions, and legislative update (A position may be taken on any legislation, including legislation not previously identified).NO ACTION
- 6.2 Receive a presentation on and review and approval of Resolution 16-39 in support of the San Mateo County Home for All initiative. APPROVED

Jessica Mullin, SMCOOS, provided a presentation on Home for All San Mateo County initiative and the work of the closing the Jobs/ Housing Gap Task Force.

Board Member O'Connell (San Bruno) MOVED approval of Item 6.2. Board Member Horsley SECONDED. Board Member O'Connell (Brisbane) abstained. **MOTION CARRIED 13-0-1.**

- 6.3 Review and approval of the formation of a San Mateo Countywide Water Committee as a C/CAG

committee to improve countywide coordination, communication, and collaboration in connection with water related activities in San Mateo County. REMOVED

Item 6.3 is to be continued at the November 2016 meeting.

6.4 Receive a presentation on 2015-16 C/CAG Program Highlights. INFORMATION

C/CAG Staff presented FY15-16 Program Highlights.

6.5 Receive information on the CPUC Guidance for Initial Energy Efficiency Rolling Portfolio Business Plan Filings and direct staff to submit comments as needed. APPROVED

Kim Springer provided a briefing on the CPUC Guidance for Initial Energy Efficiency Rolling Portfolio Business.

Board Member O'Connell (San Bruno) MOVED approval of Item 6.5. Board Member May SECONDED. **MOTION CARRIED 14-0-0.**

## 7.0 COMMITTEE REPORTS

7.1 Committee Reports (oral reports)

7.2 Chairperson's Report

7.3 Board members Report

Board Member Matsumoto extends an invitation to introduce the Ferry Service, Cruising of the Bay on October 20, 2016.

## 8.0 EXECUTIVE DIRECTOR'S REPORT

Sandy Wong, Executive Director of City/County Association of Governments, announced the public scoping meeting and Open House for the US101 managed lanes project, scheduled for October 27, 2016 and encourage everyone's attendance.

## 9.0 COMMUNICATIONS - Information Only

9.1 Letter from Alicia C. Aguirre, Chair, City/County Association of Governments, to The Honorable Jerry Brown, Governor, State of California, dated 8/22/16. RE: SUPPORT for AB 2126 (Mullin)

## 10.0 CLOSED SESSION

10.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9)

Name of case: W. Bradley Electric, Inc., for the benefit of MP Nexlevel of California, Inc., and MP



Nexlevel of California, Inc., in its own capacity and as assignee of W. Bradley Electric, Inc. v. County of San Mateo

11.0 RECONVENE IN OPEN SESSION

11.1 No reportable action was taken.

12.0 ADJOURNMENT – p.m. 8:06 p.m.

## C/CAG AGENDA REPORT

Date: November 10, 2016  
TO: C/CAG Board of Directors  
From: Sandy Wong, Executive Director, and C/CAG  
Subject: Review and approval of the 2017 C/CAG Board calendar.

(For further information or questions, contact Sandy Wong at 650 599-1409)

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### **Recommendation:**

Review and approve the 2017 schedule for the monthly C/CAG Board meetings.

### **Fiscal Impact:**

None.

### **Background/Discussion:**

The following schedule for the 2017 Board meetings is proposed. All meetings start at 6:30 p.m. unless otherwise noted.

January 12

February 9

March 9

April 13

May 11

June 8

July - No meeting is scheduled

August 10

September 14

October 12

November 9

December 14

## C/CAG AGENDA REPORT

Date: November 10, 2016

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 16-40 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo for staff services for the Regionally Integrated Climate Action Planning Suite (RICAPS) project for calendar year 2017 for an amount not to exceed \$40,000.

(For further information or questions, contact Kim Springer at 650-599-1412)

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### RECOMMENDATION

That the C/CAG Board review and approve Resolution 16-40 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo for staff services for the Regionally Integrated Climate Action Planning Suite (RICAPS) project for calendar year 2017 for an amount not to exceed \$40,000.

### FISCAL IMPACT

Up to \$40,000.

### SOURCE OF FUNDS

Congestion Relief funds in the amount of \$40,000.

### BACKGROUND

On September 16, 2010 the C/CAG Board adopted Resolution 10-53 authorizing the C/CAG Chair to execute an agreement with the BAAQMD to receive a \$50,000 grant, launching the C/CAG Climate Action Plan Template and Tool project. On March 7, 2011, the C/CAG Board adopted Resolution No. 11-11 for a PG&E Contract Work Authorization No. 2500458103 between C/CAG and PG&E for \$125,000. The total grant funding for Climate Action Plan Template was \$175,000, and with C/CAG's commitment to match funds, the total project budget was \$350,000 through calendar year 2012. The project eventually came to be known as the Regionally Integrated Climate Action Planning Suite (RICAPS).

C/CAG began contracting with the County of San Mateo to provide staff services for RICAPS December 2012 for \$60,000, and has continued funding climate action planning in 2013, 2014, 2015 and 2016 for \$50,000, \$40,000, \$40,000 and \$40,000 respectively. The funds for staff services are a match from C/CAG to funds provided in the C/CAG – PG&E Local Government Partnership contracts. Since climate action planning support is given for all sectors of emissions: energy,

transportation, solid waste and other emissions, PG&E asks that C/CAG provide additional funding for emissions outside of energy-related emissions, such as transportation, tied to development of climate action plans in San Mateo County. The goal of RICAPS is for every city in San Mateo County and the County to have an adopted plan to reduce greenhouse gas emissions, a means to track individual jurisdiction and countywide progress, and to provide ongoing implementation and technical support.

Resolution 16-40 and the Staff Services Agreement are provided as attachments to this staff report.

#### **ATTACHMENTS**

1. Resolution 16-40
2. Staff Services Agreement between C/CAG and County of San Mateo

**RESOLUTION NO. 16-40**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT BETWEEN C/CAG AND THE COUNTY OF SAN MATEO FOR SUPPORT FOR THE REGIONALLY INTEGRATED CLIMATE ACTION PLANNING SUITE (RICAPS) PROGRAM FOR AN AMOUNT NOT TO EXCEED \$40,000 FOR CALENDAR YEAR 2017**

**RESOLVED**, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG), that

**WHEREAS**, C/CAG, by action of the Board, entered into grant agreements with the Bay Area Air Quality Management District and PG&E to fund Climate Action Planning starting in September 2010 and has continued to receive funding from PG&E to support climate action efforts countywide through Contract Work Authorizations (CWAs) in 2010- 2012, 2013-2014, 2015 and, most recently, 2016-2018; and

**WHEREAS**, PG&E asks that C/CAG provide matching funds for development of climate action plans to compensate for sectors of emissions in those plans, outside of energy-related emissions; and

**WHEREAS**, progress continues to be made and deliverables for the CWAs continue to be completed by C/CAG staff and County of San Mateo through an existing staffing agreement that expires on December 31, 2016; and

**WHEREAS**, C/CAG desires to both continue the RICAPS project on behalf of the cities in San Mateo County and the County, and for County of San Mateo staff to continue work on the Project and explore additional grant funding for Climate Planning for San Mateo County cities.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute an Agreement between C/CAG and the County of San Mateo for support for the Regionally Integrated Climate Action Planning Suite program for an amount not to exceed \$40,000 for calendar year 2017, and further authorize the Executive Director to negotiate final terms of the agreement prior to execution by the Chair, subject to C/CAG legal counsel approval as to form..

**PASSED, APPROVED, AND ADOPTED THIS 10TH DAY OF NOVEMBER, 2016.**

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***Alicia C. Aguirre, Chair***

**AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO  
COUNTY (C/CAG) AND THE COUNTY OF SAN MATEO, OFFICE OF  
SUSTAINABILITY TO PROVIDE STAFF SERVICES FOR COUNTYWIDE  
CLIMATE ACTION PLANNING**

This Agreement entered this \_\_\_\_ Day of \_\_\_\_ 2016, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide, state-mandated plans, hereinafter called “C/CAG” and the COUNTY OF SAN MATEO, hereinafter called “COUNTY.”

**W I T N E S S E T H**

WHEREAS, the City/County Association of Governments (C/CAG) is committed to working with the cities in San Mateo County on issues related to solid waste, resource conservation and climate protection; and

WHEREAS, C/CAG desires to obtain services from COUNTY to provide staff services for the Regionally Integrated Climate Action Planning Suite (RICAPS) project; and

WHEREAS, the COUNTY is committed to providing staff services;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Services to be provided by COUNTY.** The COUNTY shall provide services as described in Exhibit A, attached hereto and incorporated by reference herein.
2. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall reimburse COUNTY for eligible costs as set forth in Exhibit A. Payments shall be made within 60 days after receipt and approval of monthly invoices from the COUNTY. The total cost reimbursement under this agreement for work completed from January 1, 2017 through December 31, 2017 will not exceed \$40,000.
3. **Relationship of the Parties.** It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. **Non-Assignability.** COUNTY shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

5. **Contract Term.** This Agreement shall be in effect as of January 1, 2017 and shall terminate on December 31, 2017; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to COUNTY, and COUNTY may terminate this Agreement at any time for any reason by providing 90 days' notice to C/CAG, and termination will be effective on the date specified in the notice. In the event of termination under this paragraph, COUNTY shall be paid for all services provided to the date of termination.

6. **Hold Harmless/ Indemnity.** COUNTY shall defend, indemnify and save harmless C/CAG and its member agencies and their employees, agents and officers from all claims, suits, damages or actions arising from COUNTY's performance under this Agreement.

C/CAG shall defend, indemnify and save harmless COUNTY, and its employees, agents and officers from all claims, suits, damages or actions arising from C/CAG's performance under this Agreement.

The duty to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. **Workers' Compensation Coverage.** Statutory Workers' Compensation Insurance and Employer's Liability Insurance will be provided by the COUNTY with limits of not less than one million dollars (\$1,000,000) for any and all persons employed directly or indirectly by COUNTY. In the alternative, COUNTY may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. In such case, excess Workers' Compensation Insurance with statutory limits shall be maintained. The insurer, if insurance is provided, and the COUNTY, if a program of self-insurance is provided, shall waive all rights of subrogation against C/CAG for loss arising from worker injuries sustained under this Agreement.

8. **Liability Insurance.** COUNTY shall take out and maintain during the life of this Agreement, in an amount not less than one million dollars (\$1,000,000), such Bodily Injury Liability and Property Damage Liability Insurance as shall protect COUNTY, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by COUNTY or by any sub-contractor or by anyone directly or indirectly employed by either of them. In the alternative, COUNTY may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with all applicable laws.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, C/CAG, at its option, may, notwithstanding any other provision of this Agreement to the

contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

9. **Non-discrimination.** COUNTY and its subcontractors performing the services on behalf of the C/CAG shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
10. **Accessibility of Services to Disabled Persons.** COUNTY, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
11. **Substitutions.** Particular staff are working under this Agreement. COUNTY will not assign others to work in their place without written permission from C/CAG. Any substitution in staffing shall be with a person of commensurate experience and knowledge.
12. **Joint Property.** As between C/CAG and COUNTY any system or documents developed, produced or provided under this Agreement shall become the joint property of C/CAG and the COUNTY.
13. **Access to Records.** COUNTY shall retain, for a period of no less than five years, all books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions, and shall provide C/CAG, its member agencies, and or their auditors with access to said books and records.  
  
COUNTY shall maintain all required records for five years after C/CAG makes final payments.
14. **Merger Clause.** This Agreement constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding.
15. **Amendments.** Any changes in the services to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the C/CAG and the County of San Mateo's Director of the Office of Sustainability or his/her designated representative. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.
16. **Governing Law.** This Agreement shall be governed by the laws of the State of



California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year indicated.

County of San Mateo (County)

By \_\_\_\_\_  
Jim Eggemeyer  
County Office of Sustainability - Director

\_\_\_\_\_  
Date

Approved as to Form By \_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

City/County Association of Governments (C/CAG)

By \_\_\_\_\_  
Alicia C. Aguirre  
C/CAG Chair

\_\_\_\_\_  
Date

Approved as to Form By \_\_\_\_\_  
C/CAG Legal Counsel

\_\_\_\_\_  
Date

## Exhibit A

### CLIMATE ACTION PLANNING (RICAPS) 2017 SCOPE OF WORK

- 1.0 Introduction - The City/ County Association of Governments of San Mateo County (C/CAG) is committed to working with the cities in San Mateo County on issues related to solid waste, resource conservation and climate protection. C/CAG desires to contract with the County of San Mateo (County) to provide staff services for the administration and project management of C/CAG's RICAPS Project (Project) pursuant to this Scope of Work. The Project will be funded through C/CAG under its PG&E Master Service Agreement and associated Contract Work Authorizations between C/CAG and PG&E (Grant Agreement).
- 2.0 Management and Staffing Oversight - County shall provide staff support to C/CAG to accomplish deliverables as provided in the current PG&E Specific Conditions (Contract Work Authorization) for Climate Action Planning Support to the cities in San Mateo County and the County for calendar year 2017. The County shall provide project administration and project management, to include: coordination of a working group of city staff, contracting and managing the consultants, reviewing and commenting on consultant submittals, preparing and submitting required grant reports, and managing the Project in accordance with the stipulated timelines to ensure the progress of the Project.
- 3.0 Scope of Work – the County shall:
  - 3.1 Support the work of the Project scope, for which C/CAG has been funded through the PG&E Local Government Partnership grant agreement for technical in calendar year 2017, up to a maximum amount of \$40,000 pursuant to this Agreement.
  - 3.2 Explore planning and funding options for climate action planning and implementation for the cities in San Mateo County and, if approved by C/CAG, apply for those funds.
- 4.0 Reporting - The County shall report to the C/CAG Board and other C/CAG committees and staff on activities and Project progress related to this scope of work upon request during the term of this Agreement.
- 5.0 Power of C/CAG Representation - County of San Mateo staff is granted the authority to represent C/CAG and the Local Government Partnership relative to implementation of the San Mateo Energy Watch with approval of the C/CAG Executive Director. However, any and all changes to the Scope of Work or local government partnership contracts must be approved and executed by C/CAG.
- 6.0 Payments - The County shall submit invoices for services provided along with supporting documentation including labor hours and rates for management and staffing. C/CAG shall pay invoices within 60 days of receipt.

7.0 To retain the experience and knowledge gained by staff over the years, the parties understand and agree that those staff assigned to perform services under this Agreement shall be from the County of San Mateo, Office of Sustainability and may be reassigned by the County of San Mateo, subject to the provisions of Section 11 of this Agreement. Notwithstanding any other provision of this Agreement, if County of San Mateo changes the staff assigned to perform services under this Agreement from those staff that are assigned as of the date of execution of this Agreement, and such change is unsatisfactory to C/CAG, C/CAG may immediately terminate this Agreement.

**C/CAG AGENDA REPORT**

Date: November 10, 2016

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 16-38 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo for staff services for the San Mateo County Energy Watch 2017 calendar year for an amount not to exceed \$450,000.

(For further information or questions, contact Sandy Wong at 650-599-1409)

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**RECOMMENDATION**

That the C/CAG Board review and approve Resolution 16-38 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo for staff services for the San Mateo County Energy Watch 2017 calendar year for an amount not to exceed \$450,000.

**FISCAL IMPACT**

This agreement commits C/CAG to provide up to \$450,000 to San Mateo County to provide staff services for the SMCEW LGP. C/CAG will be fully reimbursed for this amount by the Agreement between C/CAG and PG&E.

**BACKGROUND**

The San Mateo County Energy Watch (SMCEW) Local Government Partnership (LGP) with PG&E began on January 1, 2009, under the auspices of the California Public Utilities Commission (CPUC). Since the original program cycle, which ended on December 31, 2009, PG&E has contracted with C/CAG for the SMCEW for three additional program cycles, 2010-2012, 2013-2014, 2015, and the current program cycle, 2016-2018, for which the existing staff services agreement ends on December 31, 2016.

Since the SMCEW LGP began, C/CAG has contracted with the County of San Mateo, Department of Public Works for management and staffing of the program, and that staff section has since moved to the County's Office of Sustainability. The County has successfully supported the SMCEW, meeting goals and developing the program, which initially provided energy efficiency services to municipal buildings, nonprofits and lower-income residents, and has expanded into schools, farms, and small and medium businesses. In the current 2016 calendar year, the program is working to meet its savings goals, with a robust pipeline of projects approved by customers or being installed, moving into 2017.

The current staff services agreement ends on December 31, 2016. Resolution No. 16-38 and the new agreement establish County staff services for the program for the 2017 calendar year.

**ATTACHMENTS**

- Resolution 16-38
- 2017 Staff Service Agreement between C/CAG and the County of San Mateo

**RESOLUTION 16-38**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT BETWEEN C/CAG AND THE COUNTY OF SAN MATEO FOR STAFF SERVICES FOR THE SAN MATEO COUNTY ENERGY WATCH 2017 CALENDAR YEAR FOR AN AMOUNT NOT TO EXCEED \$450,000.**

**RESOLVED**, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG); that,

**WHEREAS**, C/CAG and the County of San Mateo entered into Agreements for Management and Staffing of the San Mateo County Energy Watch from calendar year 2009 through 2016, and

**WHEREAS**, County staff have successfully managed and staffed the San Mateo County Energy Watch to the satisfaction of C/CAG, and

**WHEREAS**, the San Mateo County Energy Watch program has met energy savings goals for calendar year 2015 and is working to meet the 2016 saving goals, and

**WHEREAS**, both parties and PG&E wish to continue work on energy efficiency in San Mateo County under the existing program.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Directors of the City and County Association of Governments of San Mateo County that the Chair is authorized to execute an agreement between C/CAG and the County of San Mateo for coordination of the San Mateo County Energy Watch 2017 calendar year for an amount not to exceed \$450,000, and further authorize the Executive Director to negotiate final terms of the agreement prior to execution by the Chair, subject to C/CAG legal counsel approval as to form.

**PASSED, APPROVED, AND ADOPTED, THIS 10TH DAY OF NOVEMBER 2016.**

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**Alicia C. Aguirre, Chair**

**AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS (C/CAG) AND THE  
COUNTY OF SAN MATEO TO PROVIDE STAFF SERVICES FOR THE  
SAN MATEO COUNTY ENERGY WATCH**

This Agreement entered this \_\_\_\_ Day of \_\_\_\_ 2016, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called “C/CAG” and the COUNTY OF SAN MATEO, hereinafter called “COUNTY.”

**WITNESSETH**

WHEREAS, C/CAG is committed to working with Pacific Gas and Electric (PG&E) and the County of San Mateo to continue the San Mateo County Energy Watch; and

WHEREAS, C/CAG desires to obtain services from the COUNTY to serve as the primary staff support function for the San Mateo County Energy Watch; and

WHEREAS, the COUNTY is committed to providing staff services for resource conservation activities including the San Mateo County Energy Watch; and

WHEREAS, C/CAG has executed a Local Government Partnership contract with PG&E to implement the San Mateo County Energy Watch for the 2016 through 2018 calendar year program cycle;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Services to be provided by COUNTY.** The COUNTY shall provide services as described in Exhibit A, attached hereto and incorporated by reference herein.
2. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall reimburse COUNTY for eligible costs as set forth in Exhibit A. Payments shall be made within 60 days after receipt and approval of monthly invoices from the COUNTY. Alternatively cost reimbursement for some COUNTY costs may come directly from PG&E. The total cost reimbursement under this agreement for work completed from January 1, 2017 through December 31, 2017 will not exceed \$461,000.
3. **Relationship of the Parties.** It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. **Non-Assignability.** COUNTY shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall

terminate this Agreement.

5. **Contract Term.** This Agreement shall be in effect as of January 1, 2017 and shall terminate on December 31, 2017; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to COUNTY, and COUNTY may terminate this Agreement at any time for any reason by providing 90 days' notice to C/CAG, and termination will be effective on the date specified in the notice. In the event of termination under this paragraph, COUNTY shall be paid for all services provided to the date of termination.

6. **Hold Harmless/ Indemnity.** COUNTY shall defend, indemnify and save harmless C/CAG and its member agencies and their employees, agents and officers from all claims, suits, damages or actions arising from COUNTY's performance under this Agreement.

C/CAG shall defend, indemnify and save harmless COUNTY, and its employees, agents and officers from all claims, suits, damages or actions arising from C/CAG's performance under this Agreement.

The duty to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. **Workers' Compensation Coverage.** Statutory Workers' Compensation Insurance and Employer's Liability Insurance will be provided by the COUNTY with limits of not less than one million dollars (\$1,000,000) for any and all persons employed directly or indirectly by COUNTY. In the alternative, COUNTY may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. In such case, excess Workers' Compensation Insurance with statutory limits shall be maintained. The insurer, if insurance is provided, and the COUNTY, if a program of self-insurance is provided, shall waive all rights of subrogation against C/CAG for loss arising from worker injuries sustained under this Agreement.

8. **Liability Insurance.** COUNTY shall take out and maintain during the life of this Agreement, in an amount not less than one million dollars (\$1,000,000), such Bodily Injury Liability and Property Damage Liability Insurance as shall protect COUNTY, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by COUNTY or by any sub-contractor or by anyone directly or indirectly employed by either of them. In the alternative, COUNTY may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with all applicable laws.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, C/CAG, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further



work pursuant to this Agreement.

9. **Non-discrimination.** COUNTY and its subcontractors performing the services on behalf of the C/CAG shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
10. **Accessibility of Services to Disabled Persons.** COUNTY, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
11. **Substitutions.** Particular staff are working under this Agreement. COUNTY will not assign others to work in their place without written permission from C/CAG. Whether or not particular staff are identified in Exhibit A, any substitution in staffing shall be with a person of commensurate experience and knowledge.
12. **Joint Property.** As between C/CAG and COUNTY any system or documents developed, produced or provided under this Agreement shall become the joint property of C/CAG and the COUNTY.
13. **Access to Records.** COUNTY shall retain, for a period of no less than five years, all books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions, and shall provide C/CAG, its member agencies, and or their auditors with access to said books and records.  
  
COUNTY shall maintain all required records for five years after C/CAG makes final payments.
14. **Merger Clause.** This Agreement constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding.
15. **Amendments.** Any changes in the services to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the C/CAG Executive Director or his/her designated representative, and the County of San Mateo's Director of the Office of Sustainability or his/her designated representative. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.
16. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year indicated.

COUNTY OF SAN MATEO

By \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
County Counsel

By: \_\_\_\_\_  
Clerk of Said Board

City/County Association of Governments (C/CAG)

By \_\_\_\_\_  
Alicia C. Aguirre  
C/CAG - Chair

\_\_\_\_\_  
Date

C/CAG Legal Counsel

By \_\_\_\_\_  
Nirit Eriksson  
C/CAG - Counsel

\_\_\_\_\_  
Date

## Exhibit A

### SAN MATEO COUNTY ENERGY WATCH LOCAL GOVERNMENT PARTNERSHIP SCOPE OF WORK

- 1.0 Introduction - The City/ County Association of Governments (C/CAG) is committed to working with Pacific Gas and Electric (PG&E) and the County of San Mateo to continue the San Mateo County Energy Watch. The County of San Mateo will provide staff support functions for C/CAG.
- 2.0 C/CAG - PG&E Contract - C/CAG has executed a Master Service Agreement and Contract Work Authorization with PG&E, with a Scope of Work for the San Mateo County Energy Watch 2016 through 2018 program cycle, attached hereto as Attachment A to this Scope of Work. This generally specifies the work that needs to be completed in calendar year 2017 and in many cases how it is to be completed. The requirements of Attachment A constitute the Scope of Work for County of San Mateo staff during the term of this agreement.
- 3.0 Cooperative Effort - This is a cooperative effort between the C/CAG as the Local Government Partner (LGP), the County of San Mateo, and PG&E. It is recognized that a good faith effort has been made to address the terms, conditions and scope of work. Since this is a cooperative effort it is likely there will be further changes to the terms, conditions and scope of work. C/CAG as the LGP, the County of San Mateo, agree to work in good faith with PG&E to address these issues as they develop.
- 4.0 Management Oversight – Under general guidance of the C/CAG Executive Director, County of San Mateo staff shall provide adequate reporting and information, and shall attend PG&E, C/CAG Board or other committee meetings as necessary to ensure that the San Mateo County Energy Watch is properly and effectively implemented.
- 5.0 Power of C/CAG Representation - County of San Mateo staff is granted the authority to represent C/CAG and the Local Government Partnership relative to implementation of the San Mateo Energy Watch with approval of the C/CAG Executive Director. However, any and all changes to the Scope of Work or local government partnership contracts must be approved and executed by C/CAG.
- 6.0 Payments - The referenced PG&E contract identifies the tasks and allowable associated cost reimbursement. Monthly, County staff will submit a cost reimbursement request to PG&E for consideration on behalf of C/CAG. C/CAG will reimburse the County for the full amount that is approved by PG&E, including all direct and indirect costs incurred by County of San Mateo during the performance of its contract duties to support the San Mateo County Energy Watch.
- 7.0 To retain the experience and knowledge gained by staff over the years, the parties understand and agree that those staff assigned to perform services under this Agreement shall be from the County of San Mateo, Office of Sustainability and may be reassigned by the County of San Mateo, subject to the provisions of Section 11 of this Agreement. Notwithstanding any other

provision of this Agreement, if County of San Mateo changes the staff assigned to perform services under this Agreement from those staff that are assigned as of the date of execution of this Agreement, and such change is unsatisfactory to C/CAG, C/CAG may immediately terminate this Agreement.

## C/CAG AGENDA REPORT

**Date:** November 10, 2016

**To:** C/CAG Board of Directors

**From:** Sandy Wong, Executive Director

**Subject:** Review and approval of the appointment of Ortensia Lopez of El Concilio of San Mateo County to the energy seat on the Resource Management and Climate Protection (RMCP) Committee.

(For further information or questions please contact Kim Springer at 650-599-1412)

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### RECOMMENDATION

That the C/CAG Board review and approve the appointment of Ortensia Lopez of El Concilio of San Mateo County to the energy seat on the Resource Management and Climate Protection (RMCP) Committee.

### FISCAL IMPACT

No fiscal impact.

### BACKGROUND/DISCUSSION

Currently, the Resource Management and Climate Protection (RMCP) Committee has two vacancies, the Energy seat and the Large Business/Chamber of Commerce seat. Staff reached out to chambers of commerce with a recruitment letter on August 4, 2016, but received no letters of interest by the due date of September 16, 2016. Staff is preparing a list of large businesses sustainability contacts for the next phase of that recruitment.

Staff has also reached out to energy-related consultants and nonprofits serving San Mateo County and received one letter of interest from Ortensia Lopez, Executive Director of El Concilio of San Mateo County. El Concilio provides energy efficiency and a variety of other services in communities of need in San Mateo County.

Appointment of Ortensia Lopez to the RMCP committee will fill one of the two open seats on the RMCP Committee.

### ATTACHMENTS

- Letter of Interest – Ortensia Lopez
- RMCP Roster - November 2016

# EL CONCILIO OF SAN MATEO COUNTY

1419 Burlingame Avenue, Suite N  
Burlingame, CA 94010  
(650) 373-1080 FAX: (650) 373-1090

September 14, 2016

## Board Officers:

MANUEL PENA, M.D., M.P.H.  
President  
LUPE GALLEGOS-DIAZ  
Vice - President  
LINDA LOPEZ  
Vice - President  
ADRIEN LANUSSE  
Treasurer / Secretary

## Directors:

ANA MONTES  
OLGA TALAMANTE  
WILLIS WHITE

## Executive Director:

ORTENSIA LOPEZ

Kim Springer, RMCP Committee Staff City/County  
Association of Governments 555 County Center, 5<sup>th</sup>Floor  
Redwood City, CA 94063

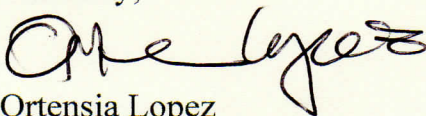
Dear Mr. Springer:

This is a letter of interest to serve on City/County Association of Governments of San Mateo County {C/CAG} vacancy on the Resource Management and Climate Protection (RMCP) Committee; seat to represent the Energy-related sector.

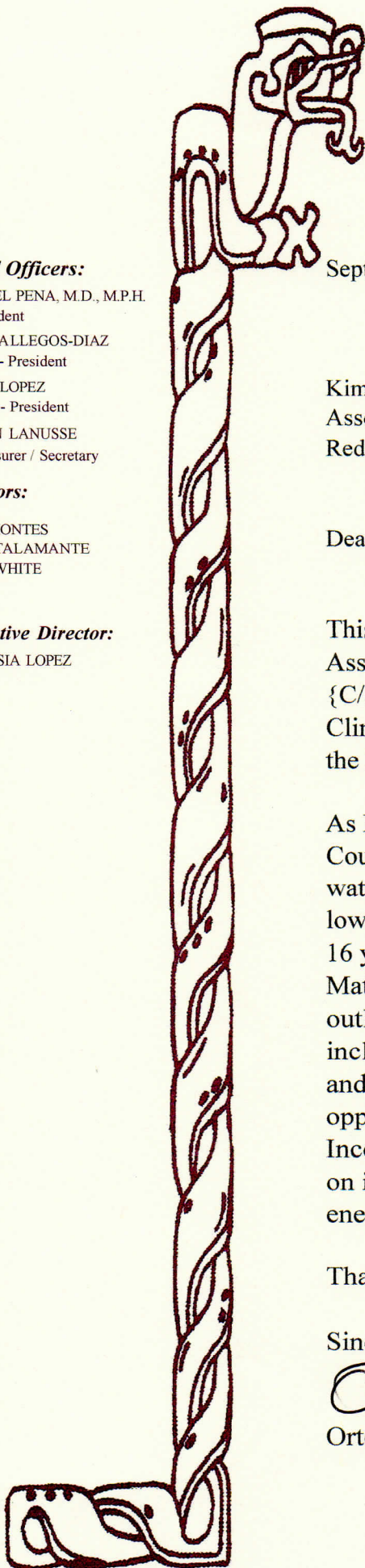
As Executive Director of El Concilio of San Mateo County I have developed and implemented energy and water education and conservation related programs for low-income communities in San Mateo County for over 16 years. In this capacity, I have also served on San Mateo County Energy Watch that promotes the goals outlined in the San Mateo County Energy Strategy, including: energy, water, collaboration between cities and the utilities, leadership, and economic development opportunities. Lastly, I serve on the CPUC Low Income Advisory board that provides advice to CPUC on issues related to low income communities on energy, water and telecommunications.

Thanking you in advance for your consideration.

Sincerely,



Ortensia Lopez



# C/CAG

## CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

*Atherton • Belmont • Brisbane • Burlingame • Colma • Daly City • East Palo Alto • Foster City • Half Moon Bay • Hillsborough • Menlo Park • Millbrae • Pacifica • Portola Valley • Redwood City • San Bruno • San Carlos • San Mateo • San Mateo County • South San Francisco • Woodside*

<b>Resource Management and Climate Protection Committee</b> (November 2016)	
<b>Elected Officials (7)</b>	
Deborah Gordon – <b>Committee Chair</b> Mayor Woodside <a href="mailto:dcgordon@stanford.edu">dcgordon@stanford.edu</a> Office (650) 725-6501	Dave Pine Supervisor County of San Mateo – District 1 <a href="mailto:dpine@smcgov.org">dpine@smcgov.org</a> Office (650) 363-4571
Maryann Moise Derwin – <b>Vice-Chair</b> Mayor Portola Valley <a href="mailto:mderwin@portolavalley.net">mderwin@portolavalley.net</a> Home (650) 851-8074 Cell (650) 279-7251	Don Horsley Vice President County of San Mateo – District 3 <a href="mailto:dhorsley@smcgov.org">dhorsley@smcgov.org</a> Office (650) 363-4569
Pradeep Gupta Vice Mayor South San Francisco <a href="mailto:pradeep.gupta@ssf.net">pradeep.gupta@ssf.net</a> Home (650) 892--8495	Diane Papan Councilmember San Mateo <a href="mailto:Dpapan@cityofsanmateo.org">Dpapan@cityofsanmateo.org</a> Cell (415) 377-4462
Rick DeGolia Councilmember Atherton <a href="mailto:rdegolia@ci.atherton.ca.us">rdegolia@ci.atherton.ca.us</a> Office (650) 793-2800	
<b><u>Stakeholder Representatives (5)</u></b>	
<b><u>Energy</u></b>	Vacant
<b><u>Water</u></b>	Adrienne Carr – Sr. Water Resource Spec. Bay Area Water Supply and Cons. Agency <a href="mailto:acarr@bawsca.org">acarr@bawsca.org</a> Office (650) 349-3000

<b>Resource Management and Climate Protection Committee</b> (November 2016)	
<b><u>Utility</u></b>	Bill Chiang Government Relations Pacific Gas and Electric Company <a href="mailto:william.chiang@pge.com">william.chiang@pge.com</a> Cell (650)339-1627 Office (650)598-7392
<b><u>Nonprofit</u></b>	Robert Cormia Professor, Foothill - De Anza Community College <a href="mailto:CormiaRobert@foothill.edu">CormiaRobert@foothill.edu</a> (650)747-1588
<b><u>Business/Chamber of Commerce</u></b>	Vacant
<b><u>Environmental</u></b>	Beth Bhatnagar Board Member Sustainable San Mateo County <a href="mailto:bethbh@comcast.net">bethbh@comcast.net</a> (650) 638-2323

<b><u>RMCP Committee Staff</u></b>	
<b><u>C/CAG:</u></b>	Sandy Wong Executive Director <a href="mailto:swong@smgov.org">swong@smgov.org</a> (650) 599-1420
<b><u>County of San Mateo Office of Sustainability:</u></b>	Kim Springer Resource Conservation Programs Manager Energy-Water Programs <a href="mailto:kspringer@smcgov.org">kspringer@smcgov.org</a> (650) 599-1412



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## C/CAG AGENDA REPORT

Date: November 10, 2016

To: City/County Association of Governments Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approve the appointment of Ray Towne from the City of South San Francisco to the Congestion Management Program Technical Advisory Committee (CMP TAC) and Stormwater Committee

(For further information or questions, contact John Hoang at 363-4105)

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### RECOMMENDATION

Review and approve the appointment of Ray Towne from the City of South San Francisco to the Congestion Management Program Technical Advisory Committee (CMP TAC) and Stormwater Committee.

### FISCAL IMPACT

None

### SOURCE OF FUNDS

N/A

### BACKGROUND

The City of South San Francisco, as detailed in the attached letter from the City Manager, is recommending the appointment of Ray Towne, Interim Public Works Director, to C/CAG's Congestion Management Program Technical Advisory Committee (CMP TAC) and the Stormwater Committee. The recommended appointee will replace previous city representative, Brian McMinn, on these committees.

### ATTACHMENTS

1. Letter from City of South San Francisco



**CITY COUNCIL 2016**

MARK ADDIEGO, MAYOR  
PRADEEP GUPTA, PH.D., VICE MAYOR  
LIZA NORMANDY, COUNCILMEMBER  
KARYL MATSUMOTO, COUNCILMEMBER  
RICHARD A. GARBARINO, COUNCILMEMBER

MIKE FUTRELL, CITY MANAGER

**PUBLIC WORKS DEPARTMENT**

(650) 877-8550  
FAX (650) 877-8665

September 28, 2016

Ms. Sandy Wong, Executive Director  
City/County Association of Governments  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

Re: Notification of Duly Authorized Representative for City of South San Francisco

Dear Ms. Wong:

I am authorizing Ray Towne to serve as the City of South San Francisco representative on the C/CAG Technical Advisory Committee and Stormwater Committee to fill the seats vacated by Brian McMinn. Ray Towne is serving as the Interim Public Works Director for South San Francisco.

This notification will remain in effect until it is changed by me or my successor.

Sincerely,

  
Mike Futrell  
City Manager

Cc: Ray Towne, Interim Public Works Director  
John Hoang, Transportation Systems Coordinator  
Matt Fabry, Program Coordinator

## C/CAG AGENDA REPORT

Date: November 10, 2016

To: City/County Association of Governments Board of Directors

From: Sandy Wong, C/CAG Executive Director

Subject: Review and approval of Resolution 16-43 authorizing the C/CAG Chair to execute Amendment No. 1 to the FY 16-17 agreement with San Mateo County Office of Education, allocating \$135,000 unspent federal funding from previous cycles to continue implementing the countywide Safe Routes to School Program.

(For further information or response to questions, contact Jeff Lacap 650-599-1455)

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### RECOMMENDATION

That the C/CAG Board review and approve of Resolution 16-43 authorizing the C/CAG Chair to execute Amendment No. 1 to the FY 16-17 agreement with San Mateo County Office of Education (COE), allocating \$135,000 unspent federal funding from previous cycles to continue implementing the countywide Safe Routes to School Program (SRTS).

### FISCAL IMPACT

A total of \$135,000 of unspent SRTS federal funds accumulated from previous school year cycles.

### SOURCE OF FUNDS

Surface Transportation Program/Congestion Management and Air Quality (STP/CMAQ) federal funds

### BACKGROUND

The overall goal of the San Mateo County Safe Routes to School Program (Program) is to enable and encourage children to walk or bicycle to schools by implementing projects and activities to improve health and safety, and also reduce traffic congestion due to school-related travels. The Program, initiated in June 2011, is funded by a combination of federal funds received from the Metropolitan Transportation Commission's (MTC's) Regional Safe Routes to School Program and local Measure M (\$10 Vehicle Registration Fee). In addition to providing student safety education, outreach, encouragement, and evaluation activities, the Program includes performing walk and bike audits to document factors that impacts safe walking and bicycling as well as traffic congestion attributed to school-related travels.

Each year, participating school districts in San Mateo County apply to receive grants under this Program. Each school district provides a spending plan to COE on what types of educational and encouragement SRTS activities will be implemented during the school year. Due to often unforeseen circumstances such as staff turnover or lack of adequate planning, some school districts end the year with leftover grant money.

Unused grant money from school districts has been accumulating in the Program since 2011. To date, there is approximately \$135,000 in unspent federal funds that has accumulated from previous school year cycles. In Early 2016, COE inquired about the unspent federal funds and expressed interest in possibly providing additional educational and encouragement services to school districts for the 2016-2017 school year. COE also proposed hiring a consultant to help build the capacity of the districts and to develop and maintain sustainable programs, especially those in low-income areas in the county. Attached is a detail spending plan and narrative provided by the Safe Routes to School Coordinator, Theresa Vallez-Kelley.

On June 9, 2016, C/CAG Board approved an agreement with the San Mateo County Superintendent of Schools to administer and manage the SRTS program for FY 16-17 in an amount not to exceed \$564,711. If the re-distribution of \$135,000 of unspent federal funds is approved by the C/CAG Board of Directors, a new total amount available for the agreement with the Superintendent will become \$699,711 under the School Year 2016-2017.

#### **ATTACHMENTS**

- Resolution 16-43
- Amendment No. 1 to Agreement with C/CAG and San Mateo County Office of Education
- Letter from San Mateo County Office of Education

## **RESOLUTION 16-43**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE AMENDMENT NO.1 TO THE FY 16-17 AGREEMENT WITH SAN MATEO COUNTY OFFICE OF EDUCATION, ALLOCATING \$135,000 UNSPENT FEDERAL FUNDING FROM PREVIOUS CYCLES TO CONTINUE IMPLEMENTING THE COUNTYWIDE SAFE ROUTES TO SCHOOL PROGRAM**

**RESOLVED**, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG), that

**WHEREAS**, C/CAG is the designated Congestion Management Agency (CMA) responsible for the development and implementation of the Congestion Management Program for San Mateo County; and

**WHEREAS**, on June 9, 2016 the C/CAG Board approved an Agreement between C/CAG and San Mateo County Superintendent of Schools to administer and manage the Countywide Safe Routes to School Program in an amount not to exceed \$564,711 for FY16-17; and

**WHEREAS**, C/CAG was provided \$252,000 in funding from the federal Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality Improvement (CMAQ) program by the Metropolitan Transportation Commission (MTC) for the San Mateo County Safe Routes to School (SRTS) Program for FY 16-17; and

**WHEREAS**, C/CAG has provided the local matching funds in the amount of \$312,711; and

**WHEREAS**, C/CAG has determined that the unspent federal fund balance of \$135,000 has been accumulated since the Program's inception in 2011 and is available for the SRTS Program in FY16-17; and

**WHEREAS**, San Mateo County Office of Education provided a narrative and detailed spending plan for the unspent funds to further implement the SRTS Program for FY16-17.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute Amendment No. 1 to the FY 16-17 agreement with San Mateo County Office of Education, allocating \$135,000 unspent federal funding from previous cycles to continue implementing the countywide Safe Routes to School Program.

**PASSED, APPROVED, AND ADOPTED THIS 10TH DAY OF NOVEMBER 2016.**

---

Alicia C. Aguirre, Chair

**AMENDMENT NO. 1 TO THE FUNDING AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY  
AND  
SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS  
FOR SAFE ROUTES TO SCHOOL PROGRAM**

This Amendment No. 1 to the Agreement between the City/County Association of Governments of San Mateo County and San Mateo County Superintendent of Schools (“Agreement”) is entered into by and between the City/County Association of Governments of San Mateo County (“C/CAG”), and San Mateo County Superintendent of Schools. (“Superintendent”).

**WITNESSETH**

WHEREAS, C/CAG and Superintendent have entered into an Agreement on June 16, 2016 to administer and manage the Countywide Safe Routes to School (SRTS) Program for FY16-17 and for C/CAG to reimburse Superintendent up to \$564,711; and

WHEREAS, C/CAG has determined that the unspent federal fund balance of \$135,000 has been accumulated since the Program’s inception in 2011 and is available for the SRTS Program in FY16-17; and

WHEREAS, Superintendent has provided a narrative and detailed spending plan for the unspent funds shown on the attached Exhibits “B” and “C” – *Education and Encouragement Budget for Unspent SRTS Federal Funds* attached hereto; and

WHEREAS, Superintendent has reviewed and accepted this Amendment.

NOW, THEREFORE, IT IS HEREBY AGREED by the C/CAG and Superintendent that:

1. Clauses “a” and “c” of the FUNDING AND METHOD OF PAYMENT section of the Agreement will be amended to the following:
  - a) C/CAG agrees to reimburse SUPERINTENDENT up to \$699,711 for the development and implementation of the SRTS Program in San Mateo County.
  - c) Subject to duly executed amendments, it is expressly understood and agreed that in no event will the total funding commitment under this agreement exceed \$699,711, unless revised in writing and approved by C/CAG and SUPERINTENDENT.
2. The attached Exhibits “B” and “C” will be added to Exhibit “A” of the Agreement.
3. Except as expressly amended herein, all other provisions of the Agreement dated June 16, 2016 shall remain in full force and effect.
4. This amendment shall take effect upon execution by both parties.

IN WITNESS WHEREOF, C/CAG and Superintendent, by their duly authorized representatives, have affixed their hands.

San Mateo County Superintendent of Schools (Superintendent)

\_\_\_\_\_  
By: Anne E. Campbell,  
County Superintendent of Schools

\_\_\_\_\_  
Date:

City/County Association of Governments of San Mateo County (C/CAG)

\_\_\_\_\_  
By: Alicia C. Aguirre, C/CAG Chair

\_\_\_\_\_  
Date:

\_\_\_\_\_  
By: C/CAG Legal Counsel

\_\_\_\_\_  
Date:



**SRTS Federal Funds Narrative**

The mission of the San Mateo County Office of Education's Safe Routes to School program is to encourage and enable school children to walk and bicycle to school by implementing projects and activities that improve the health, well-being, and safety of children, which will result in less traffic congestion and emissions caused by school-related travel.

In spring 2016, the San Mateo County Office of Education (SMCOE) became aware of an accumulation of Safe Routes to School federal funds that had been awarded to San Mateo County schools and districts and had not been spent during the previous five years. The goal of SMCOE is, and always has been, to assist school districts in spending their funds on education and encouragement during the fiscal year the funds are awarded. Unfortunately, due to often-unforeseen circumstances or lack of adequate planning, some schools and districts end the year with unspent dollars. The current year is off to a good start as illustrated by the recent success of International Walk to School Day.

On International Walk to School Day (IWTSD), October 5, 2016, over 5,000 San Mateo County students took an active mode of transportation to school! This was the result of a coordinated effort among Safe Routes to School Coordinators in San Mateo County. For many schools, IWTSD was the kick-off for 2016-2017 Walking Wednesdays. Walking and biking to school are not as prevalent as they were twenty or thirty years ago. Students tend to be chauffeured by their parents. Encouragement events, like IWTSD, demonstrate to students and parents that walking and biking are a fun way to get some exercise before school, reduce time sitting in traffic, and help increase neighborhood connectedness. Encouragement events coupled with pedestrian and bicyclist education are effective and the federal rollover funds will be instrumental in addressing real and perceived barriers to walking and biking.

The attached budget lays out a plan for strategic spending that will continue to build the capacity of existing Safe Routes programs in San Mateo County, with a special emphasis on schools and districts in low income communities. The budget includes line items for educational consultants and assemblies that deliver the Safe Routes to School

message and teach children the importance of walking and biking to school and how to do it safely. There are also line items for program promotion and countywide events.

Perhaps, most importantly, the funds will be used to build the capacity of districts and coordinators to develop and maintain sustainable programs, especially those in low-income areas. The most recent data available from kidsdata.org indicates that 9.5% of children in San Mateo County live in poverty. A review of current and past program participants reveals that schools and districts in these communities tend not to apply. With this in mind, a portion of the rollover funds will be used to build the capacity of districts, schools and organizations in low-income communities and assist them with program planning.

Safe Routes to School in San Mateo County is still evolving as a model of pedestrian and bicycle education and encouragement programming, with plenty of room for growth. The federal rollover funds will be put to good use and, in turn, the county will reap the results of these efforts.

**Exhibit C**  
**Education and Encouragement Budget for Unspent SRTS Federal Funds**

Item	Cost	Description	Quantity	Total
Rock the Block: A Walk and Roll Musical (Encouragement Vendor)	\$1,265	Musical about walking & biking to be delivered to 25 schools	25	\$ 31,625
Bay Mobile (Educational Vendor)	\$491	Lesson on human impact on climate change to be delivered to 20 schools	20	\$ 9,820
Bike Mobile (Educational Vendor)	\$1,100	Bike Clinic to be offered at 15 events	10	\$ 11,000
Consultant to work with communities of concern; identify gaps in access to program funds	\$50,000	Build capacity of coordinators and districts to effectively plan for program, write grant, implement program, and make necessary cultural shifts to sustain and institutionalize walking and biking to school; identify gaps in access to program funds among low-income communities	1	\$ 50,000
Golden Sneaker Trophies	\$10	Updated school-wide trophies for all schools in program	100	\$ 1,000
Program Promotion & Awareness	\$2,500	Half page ads in San Mateo Daily Journal	2	\$ 5,000
Videographer	\$3,100	Promotional Video	1	\$ 3,100
Banners	\$6,000	100 Encouragement Banners	1	\$ 6,000
County-Wide Family Bike Encouragement Events (bike rodeo, bike clinic) and Biker and Pedestrian of the Year Award Ceremony	\$2,500	Three (3) countywide events for families to be held in north, mid, and south county	3	\$ 7,500
Wheel Kids Parent/Child Bicycle Education Workshops	\$1,500	County-wide bicycle safety and education classes for parent and child	3	\$ 4,500
SRTS Technical and Program Assistance	\$5,000	Working with new schools (non-grantees) to begin addressing SRTS issues on campus (training, materials, incentives, etc.)	1	\$ 5,000
<b>Grand Total</b>				<b>\$134,545</b>

## C/CAG AGENDA REPORT

**DATE:** November 10, 2016

**TO:** C/CAG Board of Directors

**FROM:** Sandy Wong, Executive Director

**SUBJECT:** Review and approval of a determination of conditional consistency for the City of San Carlos, Hilton Garden Inn Project with the Airport Land Use Compatibility Plan for the Environs of San Carlos Airport

(For further information or questions, contact Tom Madalena at 650-599-1460)

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### RECOMMENDATION

That the C/CAG Board of Directors, acting as the Airport Land Use Commission, make a determination that the City of San Carlos, Hilton Garden Inn is conditionally consistent with the applicable airport/land use policies and criteria contained in the Airport Land Use Compatibility Plan for the Environs of San Carlos Airport (SQL ALUCP).

The Hilton Garden Inn project would become fully consistent once the following two conditions have been met:

- The Hilton Garden Inn project shall comply with the height limits as defined in the 6 Federal Aviation Administration (FAA) “Determination of No Hazard to Air Navigation” reports included as Attachment 2.
- The Hilton Garden Inn project shall comply with Airspace Protection Policy 6 of the SQL ALUCP.

### BACKGROUND

The City of San Carlos has referred the Hilton Garden Inn to C/CAG, acting as the Airport Land Use Commission, for a determination of consistency with relevant airport/land use compatibility criteria in the SQL ALUCP. The project is subject to ALUC and C/CAG Board of Directors review, pursuant to PUC Section 21676.5 (a).

Barry Swenson Builder, the project applicant (applicant), is proposing the Hilton Garden Inn. The proposed project would involve demolishing the existing commercial building and redeveloping the project site with a hotel development on 1.6 acres located at 1091 Industrial Road. The proposed project would consist of seven-story hotel with 162 guest rooms and a four-level parking structure for both vehicular and bicycle parking. The proposed project would include on-site guest amenities and landscaping.

The Airport Land Use Committee (ALUC) recommended that the C/CAG Board of Directors, acting as the Airport Land Use Commission, approve the staff recommendation for this item at their October 27, 2016 meeting.

In addition, upon a request made as part of a public comment, the ALUC recommended a wind study be performed by the developer to ensure that there will not be excess turbulence for aircraft operations based on building heights and mass.

Because the subject of the wind study was brought up by a public comment at the ALUC meeting, staff did not have time to do proper research, nor have vetted a process for handling similar requests that are outside of the ALUC purview in a consistent and equitable manner. Staff does not feel comfortable with making a request for the wind study at this time.

## **DISCUSSION**

### **I. ALUCP Consistency Evaluation**

There are three airport/land use compatibility issues addressed in SQL ALUCP that relate to the proposed Hilton Garden Inn Project. These include: (a) consistency with noise compatibility policies, (b) safety criteria, and (c) airspace compatibility criteria. The following sections address each issue.

#### **(a) Noise Policy Consistency Analysis**

The SQL ALUCP uses the CNEL (Community Noise Equivalent Level) 60 dB noise contour for determining land use compatibility. The Hilton Garden Inn Project is located outside of the CNEL 60 dB noise contour.

Based upon this analysis, the Hilton Garden Inn Project is consistent with the SQL ALUCP noise policies.

#### **(b) Safety Criteria**

The California Airport Land Use Planning Handbook requires airport land use compatibility plans to include safety zones for each runway end. The SQL ALUCP includes 6 safety zones and related land use compatibility policies and criteria. The Hilton Garden Inn Project is located inside of Safety Zone 6 established for the SQL ALUCP. Both hotels and parking structures are allowed uses inside of Safety Zone 6.

Therefore, the Hilton Garden Inn Project is consistent with the SQL ALUCP safety policies.

#### **(c) Height of Structures, Use of Airspace, and Airspace Compatibility**

The SQL ALUCP incorporates the provisions in Title 14 of the Code of Federal Regulations Part 77 (14 CFR Part 77), "Objects Affecting Navigable Airspace," as amended, to establish height restrictions and federal notification requirements related to proposed development within the 14 CFR Part 77 airspace boundaries for San Carlos Airport. The regulations contain three key elements: (1) standards for determining obstructions in the navigable airspace and designation of imaginary surfaces for airspace protection, (2) requirements for project sponsors to provide notice to the Federal Aviation Administration (FAA) of certain proposed construction or alteration of structures that may affect the navigable airspace, and (3) the initiation of aeronautical studies, by the FAA, to determine the potential effect(s), if any, of proposed construction or alterations of structures on the subject airspace.

The City of San Carlos is located inside of the 14 CFR Part 77 horizontal, conical, primary, approach and transitional imaginary surface contours. The parcel for the Hilton Garden Inn Project is located within the horizontal surface contour. The height for the imaginary surface established for the horizontal surface at the site location is 155 feet above mean sea level. The project parcel is located at 11 feet above mean sea level. The hotel is designed to be constructed at a maximum building height of 84' above ground level. Therefore, the structure being built at a maximum of 95' above mean sea level will be well below the imaginary surface height established.

**Imaginary Surface Comparison**

<b>Highest point of structure above mean sea level</b>	<b>Height of structure compared to the imaginary surface of approximately 155 feet above mean sea level</b>
95 feet	Highest point of structure will be approximately 60 feet below the imaginary surface.

Under Federal law, it is the responsibility of the project sponsor to comply with all notification and other requirements described in 14 CFR Part 77. The project sponsor of the Hilton Garden Inn Project has filed form 7460-1 *Notice of Proposed Construction or Alteration* with the Federal Aviation Administration (FAA) to determine whether the project will constitute a hazard to air navigation. The project sponsor has obtained Determinations of No Hazard to Air Navigation from the FAA.

Airspace Protection Policy 5 in the SQL ALUCP states that the lower of the two shall apply when considering both the imaginary surface heights established in the ALUCP and those established by a determination from the FAA. The FAA determinations are included as attachments to this staff report. The project will be required to be built at the heights, or lower, as described in the attached FAA Determinations of No Hazard to Air Navigation to remain consistent with Airspace Protection Policy 5.

Airspace Protection Policy 6 provides that lands uses that may cause visual, electronic, navigational, or wildlife hazards, particularly bird strike hazards, to aircraft in flight or taking off or landing at San Carlos Airport are incompatible in Area B of the Airport Influence Area in which the project site lies. The project is conditionally consistent with airspace protection policy 6 and shall comply with this policy in order to be found fully consistent.

Therefore, the Hilton Garden Inn Project would be conditionally consistent with the airspace policies as established in the adopted SQL ALUCP.

**ATTACHMENTS**

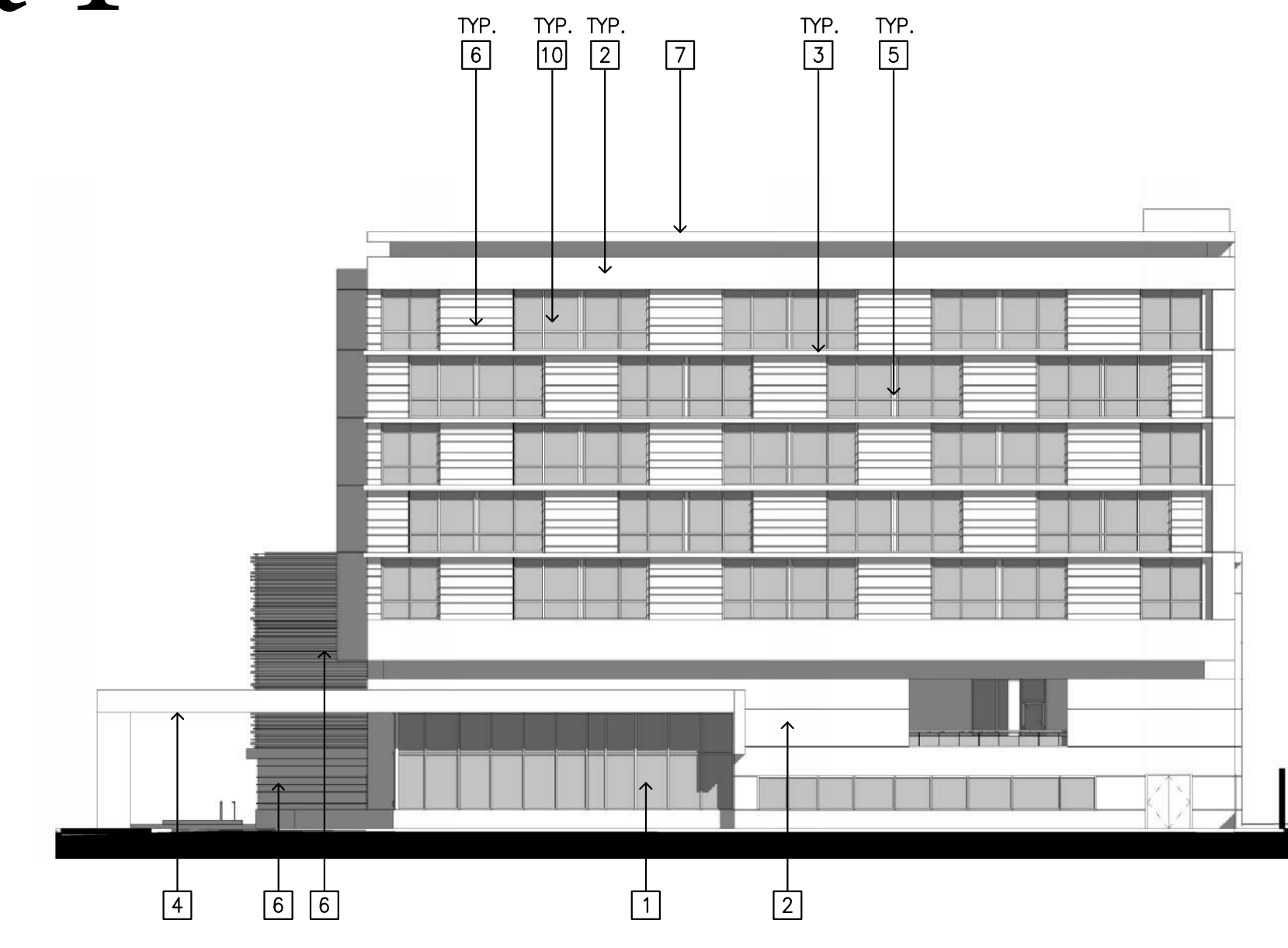
- Attachment 1 – Concept Design and Exterior Elevations
- Attachment 2 – FAA Determinations of No Hazard to Air Navigation (available for review and download at <http://ccag.ca.gov/committees/board-of-directors/>)

# Attachment 1



**1** WEST ELEVATION

SCALE 1" = 20'-0" 0 10' 20' 40'



**2** SOUTH ELEVATION

SCALE 1" = 20'-0" 0 10' 20' 40'



**3** EAST ELEVATION

SCALE 1" = 20'-0" 0 10' 20' 40'



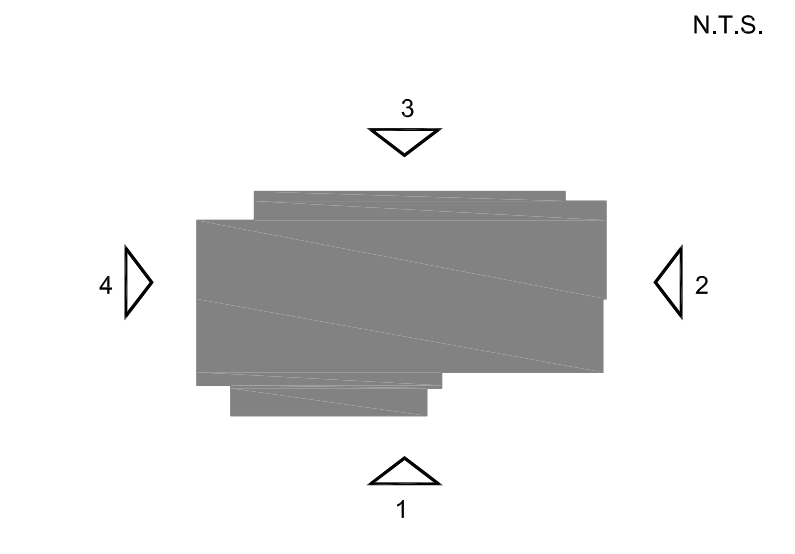
**4** NORTH ELEVATION

SCALE 1" = 20'-0" 0 10' 20' 40'

## KEYNOTES

- 1 ANODIZED ALUMINUM STOREFRONT SYSTEM
- 2 PAINTED EIFS WITH REVEALS
- 3 PAINTED CONCRETE
- 4 METAL CANOPY AT PORTE CHOCHERE
- 5 METAL SPANDREL
- 6 METAL SCREEN
- 7 EIFS EYEBROW
- 8 PAINTED METAL FASCIA
- 9 METAL FASCIA
- 10 FLOOR TO CEILING ALUMINUM WINDOW SYSTEM

## KEY MAP



ISSUED FOR:	DATE:
PRELIM REVIEW SUBMITTAL	SEPT 14, 2015
IN HOUSE REVIEW	NOV 3, 2015
IN HOUSE REVIEW	DEC 1, 2015
SECOND CITY SUBMITTAL	MARCH 29, 2016
THIRD CITY SUBMITTAL	JUNE 24, 2016

PROJECT NO. 15-0303

DEVELOPER



HOTEL GROUP



PROJECT

**CONCEPT DESIGN**  
**HILTON GARDEN INN**  
 San Carlos, California

SHEET

EXTERIOR ELEVATIONS

SHEET NO.

10



## C/CAG AGENDA REPORT

Date: November 10, 2016

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of a determination of conditional consistency for the City of Daly City, Serramonte Views Condominium and Hotel Project with the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport

(For further information or questions, contact Tom Madalena at 650-599-1460)

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### RECOMMENDATION

That the C/CAG Board of Directors, acting as the Airport Land Use Commission, make a determination that the City of Daly City, Serramonte Views Condominium and Hotel Project is conditionally consistent with the applicable airport/land use policies and criteria contained in the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport (SFO ALUCP).

The Serramonte Views Condominium and Hotel Project would become fully consistent once the following condition has been met:

- To become fully consistent with the SFO ALUCP the Serramonte Views Condominium and Hotel Project buildings shall be constructed at maximum building heights that are equal to or lower than the Highest Point MSL displayed in Table 1.

### FISCAL IMPACT

None

### SOURCE OF FUNDS

Funding for the consistency determinations is derived from the C/CAG general fund.

### BACKGROUND

The proposed project would be situated on 6.07-acre site located on the south side of Serramonte Boulevard, between Callan Boulevard and Gellert Boulevard in Daly City. The project proposes to subdivide the property into two parcels, a 4.83-acre parcel to accommodate three residential condominium buildings and a 1.24-acre parcel to accommodate a hotel. The residential component of the project includes 270 condominium units. The condominium units would be constructed in up to 12-story structures above partially below-grade parking garages. The hotel portion of the project includes the construction of an 11-story building with 200 rooms above a six-story, partially below-grade podium parking garage.



## **DISCUSSION**

### **I. ALUCP Consistency Evaluation**

There are three airport/land use compatibility issues addressed in SFO ALUCP that relate to the proposed Serramonte Views Condominium and Hotel Project. These include: (a) consistency with noise compatibility policies, (b) safety criteria, and (c) airspace compatibility criteria. The following sections address each issue.

#### **(a) Noise Policy Consistency Analysis**

The Community Noise Equivalent Level (CNEL) 65 dB aircraft noise contour defines the state and federal threshold for aircraft noise-sensitive land use impacts. This is the threshold used by the SFO ALUCP. A portion of the City of Daly City is inside of the CNEL 65 dB noise exposure contours for SFO. However, the Serramonte Views Condominium and Hotel Project site is located outside of this noise contour.

Therefore, the City of Daly City Serramonte Views Condominium and Hotel Project is consistent with the SFO ALUCP noise policies.

#### **(b) Safety Criteria**

The California Airport/Land Use Planning Handbook requires airport land use compatibility plans to include safety zones for each runway end. The SFO ALUCP includes safety zones and related land use compatibility policies and criteria. The Serramonte Views Condominium and Hotel Project is located outside the safety zone configurations established for the SFO ALUCP.

Therefore, the City of Daly City Serramonte Views Condominium and Hotel Project is consistent with the SFO ALUCP safety policies.

#### **(c) Height of Structures, Use of Airspace, and Airspace Compatibility**

The SFO ALUCP incorporates the provisions in Title 14 of the Code of Federal Regulations Part 77 (14 CFR Part 77), "Objects Affecting Navigable Airspace," as amended, to establish height restrictions and federal notification requirements related to proposed development within the 14 CFR Part 77 airspace boundaries for San Francisco International Airport. The regulations contain three key elements: (1) standards for determining obstructions in the navigable airspace and designation of imaginary surfaces for airspace protection, (2) requirements for project sponsors to provide notice to the Federal Aviation Administration (FAA) of certain proposed construction or alteration of structures that may affect the navigable airspace, and (3) the initiation of aeronautical studies, by the FAA, to determine the potential effect(s), if any, of the proposed construction or alterations of structures on the subject airspace.

The Serramonte Views Condominium and Hotel Project is located inside of the Outer Boundary of TERPS Approach and One Engine Inoperative (OEI) Departure Surfaces. The SFO Planning Staff, using SFO's iALP Airspace Tool, provided an analysis of the obstruction heights for the Serramonte Views Condominium and Hotel Project. This analysis shows that the lowest critical aeronautical surface, Outer Boundary of TERPS Approach surface and One Engine Inoperative (OEI) Departure

surface for the Serramonte Views Condominium and Hotel Project is approximately 100 feet above the assumed building heights for the project.

Based upon the assumed building heights the highest points of the structures are displayed in Table 1 below in the column “Highest Point MSL”. Daly City staff will need to confirm that the buildings are constructed at heights that conform (constructed at or lower than) to the “Highest Point MSL” displayed in the Table 1 in order for the project to be found fully consistent with the SFO ALUCP.

Table 1

	Ground Level MSL	Roof/Parapet MSL	Highest Point MSL	Flr to Flr Height
Building A	294'	399.5'	420'	9.25'
Building B	307'	416.75'	430'	9.25'
Building C	346'	455.75'	470'	9.25'
Building D	359'	517'	530'	9.67'

Therefore, the City of Daly City Serramonte Views Condominium and Hotel Project is conditionally consistent with the SFO ALUCP airspace protection policies. To become fully consistent with the SFO ALUCP the buildings shall be constructed at maximum building heights that are equal to or lower than the Highest Point MSL displayed in Table 1.

**II. Real Estate Disclosure**

This section is included to reinforce the concept that real estate disclosure exists per state law and it is part of the real estate transaction process. This would occur during a real estate transaction and is outside of the City of Daly City’s responsibility. This project lies with Airport Influence Area A which defines the Real Estate Disclosure Area in San Mateo County.

California Public Utilities Code (PUC) Section 21670 (a and b) states the following:

- (a) The Legislature hereby finds and declares that:
  - (1) It is in the public interest to provide for the orderly development of each public use airport in this state and the area surrounding these airports...
- (b) In order to achieve the purposes of this article, every county in which there is located an airport which is served by a scheduled airline shall establish an airport land use commission. Every county, in which there is located an airport which is not served by a scheduled airline, but is operated for the benefit of the general public, shall establish an airport land use commission.

The California Business and Professional Code, Section 11010(b.13) (A and B) states the following:

- (A) The location of all existing airports, and of all proposed airports shown on the general plan of any city or county, located within two statute miles of the subdivision. If the property is located within an airport influence area, the following statement shall be included in the notice of intention:

**Notice of Airport in Vicinity:**

This property is presently located in the vicinity of an airport, within what is known as the airport influence area. For that reason, the property may be subject to some of the

annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

(B) For purposes of this section, an "airport influence area," also known as an "airport referral area," is the area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

Chapter 496, Statutes of 2002 (formerly AB 2776 [Simitian]) affects all sales of real property that may occur within an airport influence area (AIA) boundary. It requires a statement (notice) to be included in the property transfer documents that (1) indicates the subject property is located within an AIA boundary and (2) that the property may be subject to certain impacts from airport/aircraft operations.

#### **ATTACHMENTS**

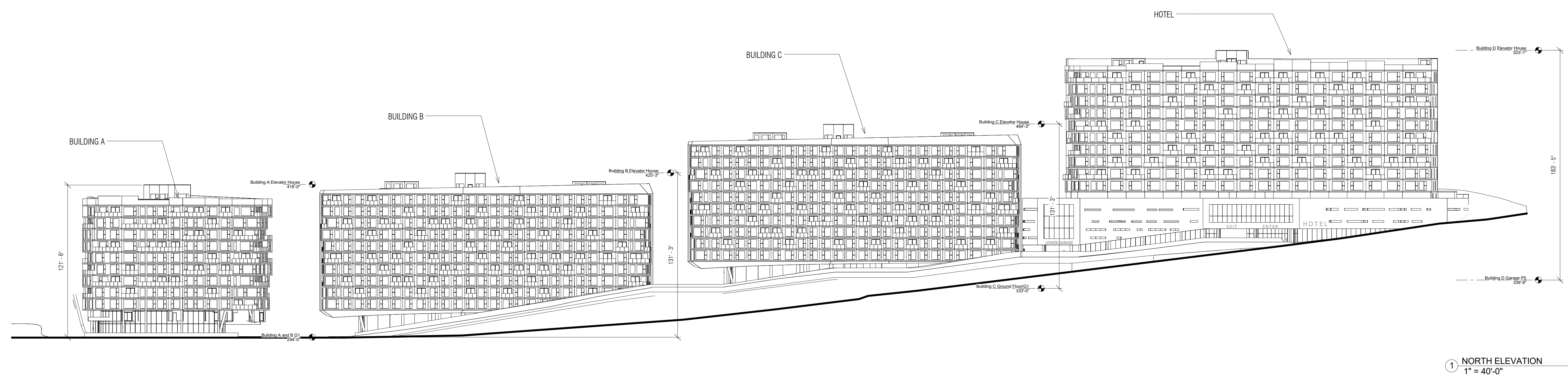
- Attachment 1 – Elevations and Levels for Serramonte Views Condominium and Hotel Project

# Attachment 1

**SERRAMONTE  
VIEWS**

509 SERRAMONTE BLVD. DALY CITY, CA  
Job Number: 14020

No.	Issue	Date



1 NORTH ELEVATION  
1" = 40'-0"



All drawings and written material appearing herein constitute original and unpublished work of Costa Brown Architecture, Inc. and may not be duplicated without the prior written consent of Costa Brown Architecture, Inc. © 2015.

Date: \_\_\_\_\_  
Scale: 1" = 40'-0"

Description:  
**Elevations and Levels**

Sheet Number:

**Z-100.01**

## C/CAG AGENDA REPORT

Date: November 10, 2016

To: City/County Association of Governments Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 16-41 authorizing the C/CAG Chair to execute an amended cooperative agreement between Caltrans, the San Mateo County Transportation Authority (SMCTA), and the City/ County Association of Governments of San Mateo County for the Implementation of the US 101 Managed Lane Project.

(For further information or questions, contact Jean Higaki at (650) 599-1462)

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### RECOMMENDATION

That the C/CAG Board review and approve of Resolutions 16-41 authorizing the C/CAG Chair to execute an amended cooperative agreement between Caltrans, the San Mateo County Transportation Authority (SMCTA), and the City/ County Association of Governments of San Mateo County for the Implementation of the US 101 Managed Lane Project.

It is also recommended that the C/CAG Board authorize the Executive Director to negotiate the final terms of said agreement prior to its execution by the C/CAG Chair, subject to approval as to form by legal counsel.

### FISCAL IMPACT

None

### SOURCE OF FUNDS

N/A

### BACKGROUND

On May 24, 2012, the SMCTA issued a call for projects for their Measure A Highway Program, to solicit projects that reduce congestion in commute corridors. The program focuses on removing bottlenecks in the most congested highway commute corridors, reducing congestion, and improving throughput along critical congested commute corridors.

On May 8, 2015, the SMCTA issued a Measure A Highway Program call for projects. C/CAG submitted an application to sponsor and develop the Project Approval/Environmental Document (PA/ED) phase of this project. On October 1, 2015, TA Board authorized the allocation of \$8.5 million of Measure A funding for the PA/ED phase. \$3 million in private funding was also added to this phase of work.

The project has been altered from an HOV lane project to a Managed Lane project and alternatives have been added to also include express lanes. The supplemental PID for this expanded scope was approved on June 3, 2016.

On June 22, 2016, the SMCTA entered into a Cooperative Agreement with Caltrans regarding obligations and responsibilities for the various technical studies undertaken as part of the process to evaluate the alternatives and develop the PA/ED. The PA/ED phase will be delivered by an integrated Caltrans and SMCTA consultant project delivery team. The project delivery team prepared an update of the PA/ED cost estimated at \$11.5 million to reflect the changes in the scope and limits.

In October 2016, the managed lane project received \$9.7 million in Federal Earmark repurposed funds. The additional funding will be utilized to accelerate the project delivery by advancing environmental work and facilitating some preliminary design work. Because C/CAG is the recipient of the earmark funding, C/CAG will need to enter into an amended Cooperative Agreement with Caltrans and the SMCTA in order to make the funding available to the project.

The draft cooperative agreement will be reviewed by staff and legal counsel, and is available for review on-line. It is recommended that the C/CAG Executive Director be authorized to negotiate final terms, subject to the C/CAG legal counsel approval, prior to execution by the C/CAG Chair.

#### **ATTACHMENTS**

1. Resolution 16-41
2. Provided on-line only at: <http://ccag.ca.gov/committees/board-of-directors/>  
Draft Amended Cooperative Agreement between Caltrans, the San Mateo County Transportation Authority (SMCTA), and the City/ County Association of Governments of San Mateo County for the Implementation of the US 101 Managed Lane Project

## RESOLUTION 16-41

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE A COOPERATIVE AGREEMENT BETWEEN CALTRANS, THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY (SMCTA), AND THE CITY/ COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY FOR THE IMPLEMENTATION OF THE US 101 MANAGED LANE PROJECT**

**RESOLVED**, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG); that,

**WHEREAS**, on January 3, 2013, the San Mateo County Transportation Authority Board of Directors (TA) programmed and allocated \$2 million in New Measure A funds from the Highway Program Supplemental Roadways Projects category for the 101 High Occupancy Vehicle Lane (HOV) (Whipple-San Bruno) Project in support of developing the Project Initiation Document (PID), and C/CAG entered into a memorandum of understanding with the TA on November 27, 2013 to memorialize the terms of this allocation (2013 MOU); and

**WHEREAS**, after extensive input from the project team, including TA, C/CAG, and Caltrans staff, and stakeholders, the project alternatives were expanded to include High Occupancy Toll (HOT) alternatives, in addition to a HOV alternative, and the Project area was expanded south from the original limit of the Highway 101/Whipple Avenue Interchange to 0.3 mile north of the 101/San Antonio Road Interchange in Santa Clara County, and north from the 101/380 Interchange to 0.3 mile south of the 101/Grand Avenue Interchange; and

**WHEREAS**, on May 8, 2015, the TA issued another call for projects for the Highway Program, and

**WHEREAS**, in response to the call for projects, C/CAG requested that the TA provide \$8,500,000 in Measure A funds for the Project Approval / Environmental Document (PAED) phase of the project, now renamed the “101 Managed Lanes Project” to reflect the expanded scope of work; and

**WHEREAS**, on October 1, 2015, the TA’s Board of Directors programmed and allocated up to \$8,500,000 from the for the Project Approval / Environmental Document (PAED) phase of the Project through TA Resolution 2015-19; and

**WHEREAS**, on June 22, 2016, the TA entered into a Cooperative Agreement with Caltrans regarding obligations and responsibilities for the Scope of Work; and

**WHEREAS**, C/CAG is the recipient of approximately \$9.7 million in Federal Earmark repurposed funding for the US 101 Managed Lane project; and

**WHEREAS**, C/CAG desires to make this funding available to the project to advance environmental work and facilitate preliminary design.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Directors of the City/County Association of Governments of San Mateo County that on behalf of C/CAG the Chair is authorized execute a cooperative agreement between Caltrans, the San Mateo County Transportation Authority (SMCTA), and the City/ County Association of Governments of San Mateo County for the Implementation of the US 101 Managed Lane Project. It is also resolved that the C/CAG Executive Director is authorized to negotiate the final terms of said agreement prior to its execution by the C/CAG Chair, subject to approval as to form by legal counsels.

**PASSED, APPROVED, AND ADOPTED, THIS 10TH DAY OF NOVEMBER 2016.**

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**Alicia Aguirre, Chair**



**AMENDMENT NO. 1 TO AGREEMENT 04-2595 (AH, 11/1/16)**

THIS AMENDMENT NO. 1 (AMENDMENT 1) TO AGREEMENT 04-2595 (AGREEMENT), entered into and effective on \_\_\_\_\_, 2016, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Mateo County Transportation Authority, a political subdivision of the State of California, referred to hereinafter as SMCTA, and

City/County Association of Governments, San Mateo County, referred to hereinafter as C/CAG.

**RECITALS**

1. CALTRANS and SMCTA entered into AGREEMENT on June 22, 2016, defining the terms and for the Project Approval and Environmental Document (PA&ED) phase of a highway improvement project (PROJECT) on State Route (SR) 101 in the counties of Santa Clara and San Mateo. PROJECT consists of modifications to incorporate managed lanes on U.S 101 from 0.3 Mile north of San Antonio Road Interchange (SCI-101-PM 50.6) in Santa Clara County to 0.3 Mile south of Grand Avenue Interchange in San Mateo County(SM-101-PM 21.8) in San Mateo County.
2. Under AGREEMENT, SMCTA was the sole SPONSOR and FUNDING PARTNER and CALTRANS was the IMPLEMENTING AGENCY for PROJECT. In addition, under AGREEMENT, CALTRANS was the CEQA and NEPA Lead Agency for PROJECT.
3. A Supplemental PSR-PDS, approved on June 3, 2016, expanded the scope of PA&ED work, thereby increasing the cost of PROJECT. CALTRANS and SMCTA have decided to solicit C/CAG’s financial help for providing the additional funds needed for the expanded PROJECT. C/CAG will provide Federal Demo funds in the amount of \$9.7 million for PROJECT and is included herein as a FUNDING PARTNER for PROJECT. CALTRANS, SMCTA and C/CAG are collectively referred to hereinafter as PARTNERS in this three-party AMENDMENT 1.
4. PARTNERS wish to enter into AMENDMENT 1 to incorporate all of the PROJECT changes discussed above in Recital 3. In addition, the indemnity Articles of AGREEMENT will be updated under AMENDMENT 1 because of the addition of C/CAG as the third PARTNER to AGREEMENT.

**IT IS THEREFORE MUTUALLY AGREED**

5. It is mutually agreed that C/CAG will be brought in as a party providing the additional funding, resulting from increased scope and cost of PROJECT. C/CAG's contribution to PROJECT totals \$9.7 million and is in the form of federal Demo Funds.
  
6. FUNDING SUMMARY of AGREEMENT, including the SPENDING SUMMARY, will be replaced in its entirety by FUNDING SUMMARY, REV 1, attached herewith and made a part of AMENDMENT 1. Any reference to FUNDING SUMMARY in AGREEMENT will now be deemed a reference to FUNDING SUMMARY, REV 1.
  
7. Article 69 of AGREEMENT is hereby replaced in its entirety to read as follows:
  69. *Neither SMCTA, C/CAG, nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SMCTA, C/CAG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.*
  
9. Article 70 of AGREEMENT is hereby replaced in its entirety to read as follows:
  70. *Neither CALTRANS, C/CAG nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SMCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SMCTA under this AGREEMENT. It is understood and agreed that SMCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS, C/CAG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SMCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.*

10. A new Article 70a is hereby added to AGREEMENT and reads as follows:
  - 70a. *Neither CALTRANS, SMCTA nor any officer/ employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by C/CAG and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon C/CAG under this Agreement. It is understood and agreed that C/CAG, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS, SMCTA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by C/CAG and/or its agents under this Agreement.*
11. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
12. AMENDMENT 1 is deemed to be a part of, and is included in, AGREEMENT.

**FUNDING SUMMARY, REV 1**

v. 1				
<b><u>FUNDING TABLE</u></b>				
Source	FUNDING PARTNER	Fund Type	PA&ED	Totals
Local	SMCTA	Local	8,500,000	8,500,000
Federal	C/CAG	Demo	9,700,000	9,700,000
Totals			18,200,000	18,200,000

v. 2			
<b><u>SPENDING SUMMARY</u></b>			
Fund Type	PA&ED		Totals
	CALTRANS	SMCTA	
Local	6,500,000	2,000,000	8,500,000
Federal	9,700,000	0	9,700,000
TOTAL	16,200,000	2,000,000	18,200,000

**SIGNATURES**

PARTNERS declare that:

- 1. Each PARTNER is an authorized legal entity under California state law.
- 2. Each PARTNER has the authority to enter into AMENDMENT 1.
- 3. The people signing AMENDMENT 1 have the authority to do so on behalf of their public agencies.
- 4. Signatories may execute AMENDMENT 1 through individual signature pages provided that each signature is an original. AMENDMENT 1 is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA  
Department of Transportation

\_\_\_\_\_  
Helena (Lenka) Culik-Caro  
Deputy District Director, Design

Certified as to funds:

\_\_\_\_\_  
Jeffrey Armstrong  
District Budget Manager

\_\_\_\_\_  
Accounting

SAN MATEO COUNTY TRANSPORTATION AUTHORITY

\_\_\_\_\_  
Jim Harnett  
Executive Director

Attest:

\_\_\_\_\_  
Martha Martinez  
AUTHORITY Secretary

Approved as to form and procedure:

\_\_\_\_\_  
Joan Cassman  
Attorney

City/County Association of Governments  
San Mateo County

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Alicia Aguirre, Chair

Approved as to form and procedure

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Nirit Eriksson  
Legal Counsel

|

**C/CAG AGENDA REPORT**

Date: November 10, 2016

To: City/County Association of Governments Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 16-42 authorizing the C/CAG Chair to execute a Memorandum of Understanding (MOU) between the San Mateo County Transportation Authority and the City/ County Association of Governments of San Mateo County for the implementation of the environmental phase of the US 101 Managed Lane Project.

(For further information or questions, contact Jean Higaki at (650) 599-1462)

**RECOMMENDATION**

That the C/CAG Board review and approve of Resolutions 16-42 authorizing the C/CAG Chair to execute a Memorandum of Understanding (MOU) between the San Mateo County Transportation Authority and the City/ County Association of Governments of San Mateo County for the implementation of the environmental phase of the US 101 Managed Lane Project.

**FISCAL IMPACT**

C/CAG staff time

**SOURCE OF FUNDS**

C/CAG staff time is funded by C/CAG transportation funds.

**BACKGROUND**

On May 24, 2012, the SMCTA issued a call for projects for their Measure A Highway Program, to solicit projects that reduce congestion in commute corridors. The program focuses on removing bottlenecks in the most congested highway commute corridors, reducing congestion, and improving throughput along critical congested commute corridors.

In May 2012, C/CAG submitted an application to sponsor and develop a Project Initiation Document (PID) to extend High-Occupancy Vehicle lanes (HOV) Study on US 101 from Whipple to the I-380 interchange. On October 4, 2012 SMCTA programmed \$2,000,000 for this effort. SMCTA served as the implementing agency.

On May 4, 2015, the California State Department of Transportation (Caltrans) approved a Project Initiation Document (PID) for a project that proposes to extend existing High Occupancy Vehicle (HOV) lanes on the Highway 101 Corridor in San Mateo County 14.5 miles from Whipple Road to the Interstate 380 interchange.



On May 8, 2015, the SMCTA issued another Measure A Highway Program call for projects. C/CAG submitted an application to sponsor and develop the Project Approval/Environmental Document (PA/ED) phase of this project. On October 1, 2015, TA Board authorized the allocation of \$8.5 million of Measure A funding for the PA/ED phase.

Since then, based on stakeholder input, the project has been altered from an HOV lane project to a Managed Lane project and alternatives have been added to also include express lanes. Express lanes allow non-HOV vehicles to use the lane through congestion-pricing in an effort to improve operations on the corridor. The supplemental PID for this expanded scope was approved by Caltrans on June 3, 2016. The project delivery team prepared an update of the PA/ED cost estimated at \$11.5 million to reflect the changes in the scope and limits.

On May 12, 2016 the C/CAG Board received a presentation from the consultant project manager regarding the managed lane project and it was stated that C/CAG's role will be further defined in a Memorandum of Understanding with the SMCTA. Under the existing Measure A, SMCTA is not an eligible project sponsor; however on June 2, 2016 the SMCTA Board approved a resolution which allows the SMCTA to act as a sponsor for this project.

Given the complexity, large size, and regional nature of the project, joint partnership and collaboration between C/CAG and the SMCTA is required to ensure success. It is recommended that C/CAG and the SMCTA serve as co-sponsors of the project and that the SMCTA continue to serve as the implementing agency of the project, as defined in the MOU.

#### **ATTACHMENTS**

1. Resolution 16-42
2. Memorandum of Understanding between (MOU) San Mateo County Transportation Authority and City/County Association of Governments of San Mateo County for the Implementation of the environmental phase of the 101 Managed Lanes Project

**RESOLUTION 16-42**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY AND THE CITY/ COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY FOR THE IMPLEMENTATION OF THE ENVIRONMENTAL PHASE OF THE US 101 MANAGED LANE PROJECT**

**RESOLVED**, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG); that,

**WHEREAS**, on January 3, 2013, the San Mateo County Transportation Authority Board of Directors (TA) programmed and allocated \$2 million in New Measure A funds from the Highway Program Supplemental Roadways Projects category for the 101 High Occupancy Vehicle Lane (HOV) (Whipple-San Bruno) Project in support of developing the Project Initiation Document (PID), and C/CAG entered into a memorandum of understanding with the TA on November 27, 2013 to memorialize the terms of this allocation (2013 MOU); and

**WHEREAS**, on May 8, 2015, the TA issued another call for projects for the Highway Program; and

**WHEREAS**, in response to the call for projects, C/CAG requested that the TA provide \$8,500,000 in Measure A funds for the Project Approval / Environmental Document (PAED) phase of the project, now renamed the “101 Managed Lanes Project” to reflect the expanded scope of work; and

**WHEREAS**, C/CAG had requested, on the project application, that TA and Caltrans be the implementing agency; and

**WHEREAS**, on October 1, 2015, the TA’s Board of Directors programmed and allocated up to \$8,500,000 for the Project Approval / Environmental Document (PAED) phase of the Project through TA Resolution 2015-19; and

**WHEREAS**, after extensive input from the project team, including TA, C/CAG, and Caltrans staff, and stakeholders, the project alternatives were expanded to include High Occupancy Toll (HOT) alternatives, in addition to a HOV alternative, and the Project area was expanded south from the original limit of the Highway 101/Whipple Avenue Interchange to 0.3 mile north of the 101/San Antonio Road Interchange in Santa Clara County, and north from the 101/380 Interchange to 0.3 mile south of the 101/Grand Avenue Interchange; and

**WHEREAS**, on June 2, 2016, the TA Board of Directors through Resolution 2016-12

approved an amendment to the 2004 Transportation Authority Expenditure Plan which allows the TA to act as a sponsor for the US 101 Managed Lane Project; and

**WHEREAS**, C/CAG and the TA desire to serve as the Co-Sponsors of the project, and that the TA continue to serve as the Implementing Agency of the project; and

**NOW THEREFORE BE IT RESOLVED**, by the Board of Directors of the City/County Association of Governments of San Mateo County that on behalf of C/CAG the Chair is authorized to execute a Memorandum of Understanding (MOU) between the San Mateo County Transportation Authority and the City/ County Association of Governments of San Mateo County for the implementation of the environmental phase of the US 101 Managed Lane Project.

**PASSED, APPROVED, AND ADOPTED, THIS 10TH DAY OF NOVEMBER 2016.**

---

**Alicia Aguirre, Chair**

**Memorandum of Understanding (MOU)**  
**San Mateo County Transportation Authority**  
**and**  
**City/County Association of Governments of San Mateo County**  
**for the Implementation of**  
**101 Managed Lanes Project**

This memorandum of understanding (MOU) is entered into as of the \_\_ day of \_\_\_\_\_, 2016, by and between the San Mateo County Transportation Authority (TA, Co-Sponsor and Implementing Agency) and the City/County Association of Governments of San Mateo County (C/CAG, Co-Sponsor), each of which is referred to herein individually as "Party" and jointly as "Parties."

**RECITALS**

**WHEREAS**, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the TA of a half-cent transactions and use tax in San Mateo County for 20 years with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

**WHEREAS**, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA of the Measure A half cent transaction and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan, beginning January 1, 2009 (New Measure A); and

**WHEREAS**, on January 3, 2013, the TA Board of Directors programmed and allocated \$2 million in New Measure A funds from the Highway Program Supplemental Roadways Projects category for the 101 High Occupancy Vehicle Lane (HOV) (Whipple-San Bruno) Project in support of developing the Project Initiation Document (PID), and the Parties entered into a memorandum of understanding on November 27, 2013 to memorialize the terms of this allocation (2013 MOU); and

**WHEREAS**, C/CAG, as the original Project Sponsor, requested that the TA reallocate \$700,000 of the \$2 million in Measure A funds originally allocated for preparation of a Project Initiation Document to fund further technical studies to assess the alternatives associated with the Project, and the Parties executed an amendment to the 2013 MOU; and

**WHEREAS**, after extensive input from the Project team, including TA, C/CAG, and Caltrans staff, and stakeholders, the project alternatives were expanded to include High Occupancy Toll (HOT) alternatives, in addition to a HOV alternative, and the Project area was expanded south from the original limit of the Highway 101/Whipple Avenue

Interchange to 0.3 mile north of the 101/San Antonio Road Interchange in Santa Clara County, and north from the 101/380 Interchange to 0.3 mile south of the 101/Grand Avenue Interchange; and

**WHEREAS**, on May 8, 2015, the TA issued a call for projects for the Highway Program; and

**WHEREAS**, in response to the call for projects, C/CAG requested that the TA provide \$8,500,000 in Measure A funds for the Project, now renamed the “101 Managed Lanes Project” to reflect the expanded scope of work; and

**WHEREAS**, the Project meets the intent of the 2004 Transportation Expenditure Plan and the TA’s Strategic Plan 2014-2019; and

**WHEREAS**, on October 1, 2015, the TA’s Board of Directors programmed and allocated up to \$8,500,000 from the New Measure A Highway Program Category (hereinafter “Measure A Funds”) for the Project Approval / Environmental Document (PAED) phase (Scope of Work) of the Project through Resolution 2015-19; and

**WHEREAS**, on June 2, 2016, the TA Board of Directors through Resolution 2016-12 approved an amendment to the 2004 Transportation Authority Expenditure Plan which allows the TA to act as a Sponsor for the Project; and

**WHEREAS**, the Parties desire to be Co-Sponsors of the Project; and

**WHEREAS**, on June 22, 2016, the TA entered into a Cooperative Agreement with Caltrans regarding obligations and responsibilities for the Scope of Work; and

**WHEREAS**, the Parties desire the TA to also serve as the Implementing Agency of the Project as described in said cooperative agreement with Caltrans; and

**WHEREAS**, the TA, C/CAG and Caltrans are signatories to the Project Charter for the Project Scope of Work; and

**WHEREAS**, said Project Charter provides a non-binding framework to establish the working relationship between the TA, C/CAG and Caltrans, which may be revised from time to time.

**Now, THEREFORE, the Parties to this MOU agree as follows:**

A. Project Scope and Description

1. Project Scope. This Project is the implementation of managed lanes on State highway 101 from 0.3 mile north of the San Antonio Road Interchange in Santa Clara County to 0.3 mile south of the Grand Avenue Interchange in San Mateo County.

2. Scope of Work. The Scope of Work is the preparation and completion of the Environmental Document and Project Report which comprise the work planned for the PAED phase of the project, in accordance with the Caltrans Project Development Procedures Manual.
3. Limited to Scope of Work. This MOU is intended to cover only the Scope of Work. Further roles and responsibilities for subsequent phases of work on, or other tasks related to, the Project will be determined by negotiations between the Parties.

#### B. Funding and Payment

1. Funding Commitment. The TA will provide up to \$8,500,000 of New Measure A Funds. The Parties agree that additional funding that is secured from other sources be made available to fund the Scope of Work.
2. Cost Savings. Any cost savings of the Measure A Funds allocated for the Scope of Work will revert to the Supplemental Roadway Category of the New Measure A Highway Program for the TA to reallocate to any eligible project through its usual fund programming and allocation activities.
3. Insufficient Funding. In the event that additional funding is needed to complete the Scope of Work, the Parties will identify the additional amounts needed. The Parties will work together to identify potential sources of funding, as well as obtain the necessary funds to complete the Scope of Work.

#### C. Term

1. Term of Agreement. This MOU is effective upon execution, and will terminate upon the earliest of: (a) 6 months after PAED approval by Caltrans, (b), June 30, 2019, (c) pursuant to section C3.
2. Time of Performance. This Project Scope of Work must be completed no later than December 31, 2018.
3. Termination by the Parties. Either Party may at any time terminate the Scope of Work by giving ten (10) days' written notice to the other Party. If this MOU is terminated by one Party, the other Party may continue work on the Project. However, in case of termination, neither Party may seek nor be entitled to receive reimbursement from the other Party for any costs or expenses incurred in connection with further activities related to the Scope of Work nor termination of this MOU.
4. Expiration of TA Financial Obligations. Any and all financial obligations of the TA pursuant to this MOU will expire upon the expenditure of the TA's maximum

contribution plus any additional funding made available through the TA to the Project as established in Section B. 2 above.

#### D. TA Responsibilities

1. The TA and Caltrans will perform and complete the Scope of Work.
2. The TA will make available to the Project up to \$8,500,000 of New Measure A Funds for the Scope of Work.
3. For purposes of delivering the Scope of Work, the TA agrees to:
  - a. Deliver the Scope of Work pursuant to the Cooperative Agreement with Caltrans, including developing and carrying out the Scope of Work on schedule and within budget;
  - b. Provide technical oversight for performance of the Scope of Work;
  - c. Coordinate with Caltrans and other permitting agencies as necessary for the Scope of Work;
  - d. In cooperation with Caltrans, ensure all necessary permits and approvals required for the Scope of Work are obtained;
  - e. Procure and administer the consultant/contractor services to complete the TA's share of the Scope of Work;
  - f. Organize and facilitate regular meetings of a Project Development Team (PDT) comprised of various Caltrans functional units, C/CAG and representatives from involved local and regional entities to provide input and guidance on the Scope of Work;
  - g. Keep C/CAG apprised of developments, such as award of contracts or potential changes that may affect the scope, schedule, or budget of the Project or Scope of Work;
  - h. Consult with C/CAG where necessary/appropriate; and contract with a consultant to serve as the Parties' representative for public outreach events, presentations, and reporting, and provide updates to C/CAG's Board of Directors, as requested by C/CAG.
  - i. Consult with C/CAG committees and obtain concurrence or endorsement from the C/CAG and TA Boards of Directors for necessary/appropriate reports, policies, and issues.

- j. Consult with C/CAG committees and obtain concurrence or endorsement from the C/CAG and TA Boards of Directors for necessary/appropriate final deliverables or work products produced by the integrated team for the Scope of Work.
4. The TA will prepare and provide to C/CAG, the Project Management Team (PMT), and Executive Steering Committee (ESC) members status reports including anticipated and expended costs and Scope of Work delivery milestones and schedule forecasts.
5. The TA will review, process, and audit (at its discretion) invoices and other documentation of expenditures for work performed under this MOU by the integrated project team. The TA will also track the accumulation and expenditure of Measure A Funds allocated for the Scope of Work, and process other documentation of expenditures in compliance with TA accounting and budgeting requirements.

#### E. C/CAG Responsibilities

1. C/CAG may, at its discretion, review any professional services agreements, change orders and any other agreements that the TA has entered into for the performance of Scope of Work; however the TA retains ultimate authority over contracting and related decisions.
2. C/CAG may, at its discretion, review the work products and deliverables produced by the TA and/or its contractors/consultants for the Scope of Work, including reports, designs, drawings, plans, specifications, schedules and other materials.
3. C/CAG may review, at its discretion, progress reports prepared and provided by the TA.
4. C/CAG may, at its discretion, review and audit invoices and other documentation of the expenditure of Measure A Funds allocated for the Scope of Work, however the TA retains ultimate authority for expenditure of Measure A Funds on the Project.

#### F. Parties Responsibilities

1. The Parties will be responsible for championing the effort of obtaining political and public support of the Project.
2. The Parties will be the public face of the Project for purposes of leading outreach efforts to local stakeholders and community members, including coordination of public meetings and solicitation of public comment.
3. The Parties will provide input and oversight based on local policies and desires regarding the outcome of and deliverables of the Project.



4. The Parties will actively participate in the PDT, PMT and ESC meetings related to the Scope of Work.
5. The Parties will manage the Scope of Work pursuant to the Project Charter.
6. The Parties along with the PMT and ESC will approve or endorse in writing, the final deliverables or work products produced by the integrated team for the Scope of Work.

#### G. Third Party Roles

1. Third Party Roles. Caltrans, as owner operator of the facility proposed for modification, is responsible for reviewing and approving the Environmental Document and Project Report for the Project.
2. Other Agreements. A Cooperative Agreement has been executed between Caltrans and the TA (June 22, 2016) that lists the terms and conditions, roles and responsibilities associated with Caltrans' review and approval of the Environmental Document and Project Report. In addition, a Funding Agreement has been executed between the San Mateo County Economic Development Association (SAMCEDA) and the TA (July 21, 2016) pursuant to which SAMCEDA is serving as the fiscal agent to collect and pass through \$3 million in funding to the TA from private employers to support the Project.

#### H. Indemnification

1. Each of the Parties will indemnify, hold harmless and defend the other Party and its directors/councilmembers, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses arising from loss of or damage to property, and injuries to or death of any person (including but not limited to the property or employees of each Party) when arising out of or resulting from any act or omission by the indemnifying Party, its agents, employees, contractors or subcontractors in connection with any aspect of the Project, including Project design, construction and/or maintenance.
2. Each of the Parties will also fully release, indemnify, hold harmless and defend the other Party and Indemnitees from and against any and all claims or suits that may be brought by any of the Indemnifying Party's contractors or subcontractors performing work in connection with or related to the Project.
3. The indemnifying Party's obligation to defend includes the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the indemnifying Party must, at its expense, satisfy and discharge the same. Indemnitees may require the indemnifying Party to obtain counsel satisfactory to the Indemnitees.
4. This indemnification will survive termination or expiration of this MOU.

## I. Miscellaneous

1. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for; in the process of being assembled or prepared by or for; or furnished to the TA or the C/CAG under this MOU, are the joint property of the TA and the C/CAG. Each Party is entitled to copies and access to these materials during the progress of the Project and upon completion of the Scope of Work or termination of this MOU. Both Parties may retain a copy of all material produced under this MOU for use in their general activities.
2. Attribution to the TA. All project material funded in part with TA funds must include attribution that indicates work was funded by Measure A Funds from the TA. This provision applies to any project, or publication, that was funded in part or in whole by Measure A Funds. Acceptable forms of attribution include TA branding on Project-related documents, construction signs, public information materials, and any other applicable documents.
3. No Waiver. No waiver of any default or breach of any covenant of this MOU by either Party will be implied from any omission by either Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.
4. Assignment. No Party can assign, transfer or otherwise substitute its interest or obligations under this MOU without the written consent of the other Party.
5. Governing Law. This MOU is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.
6. Modifications. This MOU may only be modified in a writing executed by both Parties.
7. Disputes. If a question arises regarding interpretation of this MOU or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give written notice thereof to the other Party. The Parties will promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation or binding arbitration, may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.
8. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this MOU, the prevailing Party in said proceedings will be entitled to its costs, including reasonable attorneys' fees, in addition to such other remedies to which it may be entitled.
9. Relationship of the Parties. It is understood that this is an MOU by and between Parties and is not intended to and does not create the relationship of agent, servant, employee,

partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.

10. Warranty of Authority to Execute MOU. Each Party to this MOU represents and warrants that each person whose signature appears hereon is duly authorized and has the full authority to execute this MOU on behalf of the entity that is a Party to this MOU.
11. Severability. If any portion of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this Agreement, or the application thereof, will remain in full force and effect.
12. Counterparts. This MOU may be executed in counterparts.
13. Entire MOU. This MOU constitutes the entire agreement between the Parties pertaining to the Scope of Work and supersedes any prior or contemporaneous written or oral agreement between the Parties on the same subject.
14. Notices. All notices affecting any of the clauses of this MOU must be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or overnight courier, to the appropriate address indicated below or at such other place(s) that either Party may designate in written notice to the other. Notices will be deemed received upon delivery if personally served, one (1) day after mailing if delivered via overnight courier, or two (2) days after mailing if mailed as provided above.

To TA:                      San Mateo County Transportation Authority  
                                    1250 San Carlos Avenue  
                                    P.O. Box 3006  
                                    San Carlos, CA 94070-1306  
                                    Attn: Jim Hartnett, Executive Director

To C/CAG:                      City/County Association of Governments of San Mateo County  
                                    330 W. 20<sup>th</sup> Ave.  
                                    San Mateo, CA 94403  
                                    Attn: Sandy Wong, Executive Director

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

**CITY/COUNTY ASSOCIATION OF GOVERNMENTS  
OF SAN MATEO COUNTY**

By: \_\_\_\_\_

Name: Alicia Aguirre

Its: C/CAG Chair

Approved as to Form:

\_\_\_\_\_  
Legal Counsel for City/County Association of  
Governments of San Mateo County

**SAN MATEO COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Authority Secretary

Approved as to Form:

\_\_\_\_\_  
Legal Counsel for the TA

## C/CAG REPORT

Date: November 10, 2016

To: City/County Association of Governments Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of the formation of a *San Mateo Countywide Water Coordination Committee* as a C/CAG committee to improve countywide coordination, communication, and collaboration in connection with stormwater management, flood control, and sea level rise efforts.

### **Recommendation:**

That the C/CAG Board of Directors review and approve the formation of a *San Mateo Countywide Water Coordination Committee* as a C/CAG committee to improve countywide coordination, communication, and collaboration in connection with stormwater management, flood control, and sea level rise efforts.

### **Fiscal Impact:**

Implementation of the recommendation will require additional staff and/or consultant support. Funding will be sought from C/CAG and the County based on a budget to be determined.

### **Background:**

Currently, there are many water related initiatives underway in San Mateo County, including:

- **Sea Change San Mateo County:** The goal of this initiative, staffed by San Mateo County's Office of Sustainability, is to assist local governments and agencies within the county in addressing sea level rise. Current or completed projects include: a comprehensive county-wide Sea Level Rise Vulnerability Assessment; the SFO/San Bruno/Colma Creek Resiliency Study, and Look Ahead – a climate visualization project. See: <http://seachangesmc.com/>
- **Stormwater Pollution Prevention Program:** This program was established to reduce the pollution carried by stormwater into local creeks, the San Francisco Bay, and the Pacific Ocean. The program is a partnership of the City/County Association of Governments (C/CAG), each incorporated city and town in the county, and the County of San Mateo, which share a common National Pollutant Discharge Elimination System (NPDES) permit.
- **Flood Control in San Mateo County's Areas of Responsibility:** San Mateo County's Department of Public Works has been allocated \$2 million per year for a period of three years to address flood risks in watersheds encompassing unincorporated county lands and adjoining cities, including: San Bruno Creek, Colma Creek, Bayfront Canal (North Fair Oaks), Belmont Creek (Harbor Industrial Area), Butano – Pescadero Creek, the Coyote Point area, and the Daly City Vista Grande Canal (Broadmoor).

- City Initiatives. Numerous cities in the county are planning or implementing flood control and/or stormwater projects including: Foster City (levee improvements); San Mateo (levee improvements); Atherton (Marsh Road drainage channel); Pacifica (coastal erosion protection); and Redwood City (Bay front canal).

Due to the interrelated nature of water related issues and the number of organizations involved, San Mateo County elected officials identified the need to increase coordination, communication, and collaboration with respect to water-related initiatives in order to improve efficiency and maximize funding opportunities, including seeking Federal and State grants.

In 2015, the C/CAG Water Committee was established to serve as a forum for countywide discussion regarding water related issues and to advise the C/CAG Board regarding countywide collaboration strategies related to water issues, including potential recommendations on the creation of a new agency, or modification of an existing agency to accomplish such collaboration, as well as potential funding options.

The C/CAG Water Committee started formal meetings in December 2015. Early in the process, the committee received presentations concerning a variety of water related organizations and programs, including:

- Bay Area Water Supply & Conservation Agency (BAWSCA)
- San Francisquito Creek JPA
- Sonoma County Water Agency
- Santa Clara Valley Water District
- Bay Area Integrated Regional Water Management Plan
- San Mateo County Flood Control Improvement Plan
- San Mateo County Stormwater Pollution Program
- Coastal Regional Sediment Management Plan for the San Francisco Littoral Cell
- Sea level rise planning efforts in the county.

The committee established the following consensus regarding any recommendation the committee might bring forward:

Principles	Financially feasible Effective use of resources that add value Fair, balanced regional representation Results and action oriented Long-term perspective
Areas of Focus	Stormwater Sea level rise (including coastal erosion) Flood control

The committee also reviewed numerous multi-jurisdictional organizational models from around the Bay Area and discussed a detailed matrix prepared by C/CAG staff describing these models.

At its August 17, 2016 meeting, the committee discussed the following organizational/governance options to improve coordination, communication, and collaboration between flood control, stormwater management, and sea level rise efforts in San Mateo County:

A) Do nothing.

B) Create a coordinated network – A network where individual agencies come together, on a voluntary basis, to exchange information, pursue joint studies, and share stakeholder outreach where opportunities exist. Under this model, organizational leadership would be assigned on a rotating basis.

C) Pick a coordinating agency – Similar to a coordinated network but with stronger leadership, and committed resources to support the coordination effort. With this approach one agency would take the lead to convene and organize meetings, collect and share information, retain consultants, and facilitate the pursuit of joint funding opportunities.

D) Consolidate into one of the existing agencies – Formally transfer and consolidate water related functions into one existing agency to ensure coordination and improve efficiency.

E) Create a new organization – Create a new entity, such as a special district or joint powers authority, and transfer and consolidate all water related functions into that organization. This approach may require voter approval.

Upon deliberation, the committee decided that option C - Pick a coordinating agency – would be the best near term approach.

On September 29, 2016, the Water Committee unanimously made the following recommendation.

**Framework for a *San Mateo Countywide Water Coordination Committee*:**

The coordinating agency would be a new, ongoing *San Mateo Countywide Water Coordination Committee* established as formal committee of C/CAG. The *San Mateo Countywide Water Coordination Committee* would be a first step toward greater levels of countywide collaboration and decision making.

**1) Core Scope and function:**

<b>Scope</b>	<b>Function</b>
Stormwater	Coordination
Flood Control	Communication
Sea level rise (including coastal erosion)	Collaboration

The *San Mateo Countywide Water Coordination Committee* would promote and increase cross-jurisdictional communication, provide leadership, develop partnerships, and reduce redundancy between current and future efforts related to stormwater, flood control, and sea level rise. However, each of the cities and the county will continue to manage, and retain all decision making authority for

their respective projects and initiatives. The overarching objective is to protect infrastructures, assets, and the environment; improve safety; secure broad public support for programs/projects; and meet regulatory mandates.

## **2) Roles and Responsibilities:**

1. Provide a forum for members to share information and conduct joint outreach, education and stakeholder engagement efforts.
2. Compile and disseminate information on funding opportunities.
3. Advocate for/seek out, and help members to advocate for/seek out, federal, state, regional, and private funds.
4. Compile, share, and be a central repository for, information concerning stormwater, flood control, and sea level rise projects in the county. Make use of existing information resources as much as possible.
5. Assist member agencies to collaborate and/or conduct joint planning, studies, and projects.
6. Develop, and/or assist member agencies to develop, planning policies and guidelines related to stormwater, flood control, and sea level rise.
7. Conduct research and analysis to inform member agencies.

The *San Mateo Countywide Water Coordination Committee* would meet quarterly. Following each meeting a written report would be prepared and distributed to all C/CAG members, Mayors, the Board of Supervisors, City Managers, Directors of Public Works and key County staff. In addition, the Water Committee would make a presentation each year to the full C/CAG Board and the County Board of Supervisors.

## **3) Membership:**

The membership of the *San Mateo Countywide Water Coordination Committee* would include five elected officials, one each from the north, central, south, and coastside of the county, and one from the Board of Supervisors.

## **4) Supporting structure:**

It is anticipated that task forces or working groups will be convened as-needed to support the *San Mateo Countywide Water Coordination Committee*. Task force or working group memberships will be determined based on need, and may include representatives from the San Francisco Creek Joint Powers Authority, BAWSCA, Chambers of commerce, special districts, community based organizations, city managers, etc.

The *San Mateo Countywide Water Coordination Committee* would be initially staffed by the C/CAG, in partnership with the San Mateo County Public Works, and leverage C/CAG's Stormwater Committee. Support will also be solicited from city manager(s). Consultant support will also be required.

## **Attachment:**

None.